

Bidding Information

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ADVERTISEMENT FOR BIDS

Sealed Bids will be received until **December 19th, 2024** at the Village Hall, Attention: Martina McClinton, 76 East Market Street, Rhinebeck, NY 12572 until **01:00 PM** local time and then at said office publicly opened and read aloud for:

**VILLAGE OF RHINEBECK
WATER TREATMENT PLANT UPGRADES
CONTRACT #1G
CONTRACT #1E
CONTRACT #1H**

Work shall include but is not limited to:

This project involves upgrades to an existing WTP. The scope encompasses general site improvements, demolition, utility enhancements, and abatement work. Additionally, it includes the construction of a new building complete with structural, architectural, mechanical, electrical, and HVAC work. Furthermore, the project scope includes upgrades to existing treatment equipment and the provision of new treatment equipment, such as clarification units, UV disinfection units, flocculation and mixing equipment, pumps, variable frequency drive (VFD) systems, chemical feed systems, SCADA enhancements, and monitoring equipment.

Proposals shall be submitted on bid forms which are contained in the detailed specifications available at <https://de.biddyhq.com>, beginning on **October 15th, 2024**. Bid Forms and associated contract documents will only be available from the bidding service.

Contract Documents may be examined at no expense on line at the following website: <https://de.biddyhq.com>, or at the office of Delaware Engineering, D.P.C., 28 Madison Ave Extension Albany NY, 12203.

Questions should be sent to Robert Flores, PE via email at rflores@delawareengineering.com.

Digital copies of the Contract Documents may be obtained online as a download from the website: <https://de.biddyhq.com>.

Please note that <https://de.biddyhq.com> is the designated location and means for distributing and obtaining all bid package information. All Bidders are urged to register to ensure receipt of all necessary information including bid addenda. Any Addenda will be emailed from bidding service and will be available at <https://de.biddyhq.com>.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

The project is funded with NYS Funds and 20% MWBE utilization is required.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

2.4 Bidders who return full sets of the Bidding Documents (paper copies) in good condition and suitable for re-use within 30 days after receipt of Bids will receive a full refund.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.1 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within ten (10) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

C. Other required information regarding qualifications as specifically requested.

3.2 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.3 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.4 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.1 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.2 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.3 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.4 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.5 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.1 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will not be held for this project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.1 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.2 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the

required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.3 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.4 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.1 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equals” or substitute materials and equipment subsequently approved by the Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.
- 11.2 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.
- 11.3 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals”

in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 Contracts will not be awarded to any Bidder who schedules more than 49% of the work to be performed by Subcontractors. Acceptance of Subcontractors for any portion of the work will be based on qualifications and conformance to the Contract documents, and will be determined by the Engineer.
- 12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.03 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06A.

ARTICLE 13 – PREPARATION OF BID

- 13.1 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.2 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.3 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.4 A Bid by an individual shall show the Bidder’s name and official address.
- 13.5 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.6 All names shall be printed in ink below the signatures.
- 13.7 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.8 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.9 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.1 Base Bid with Alternates

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in any order or combination as listed in the Bid Form.

ARTICLE 15 – SUBMITTAL OF BID

- 15.1 With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form, and, if required, the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.2 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Bid Advertisement and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed as stated in the Bid Advertisement.
- 15.3 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.1 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.2 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.3 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.2 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.3 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.4 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from New York State Sales and Use Taxes on materials and equipment to be incorporated in the work and will provide a Tax Exemption Certificate to the Contractor on execution of the contract. Said taxes shall not be included in the Contract Price.

ARTICLE 23 – WAGE RATES

23.1 Contractor shall pay its employees an amount equal or greater than New York State Department of Labor wage rates and Federal Bacon Davis wage rates and shall require that any Subcontractor also pay those rates. Certification of payment of wage rates shall be provided monthly.

23.2 This project may be subject to additional conditions imposed by financing agencies and if so these are provided as Exhibits to the Supplementary Conditions.

ARTICLE 24 – FEDERAL REQUIREMENTS

24.01 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.

24.02 One additional nationwide waiver to the American Iron and Steel (AIS) requirements has been approved: Pig Iron and Direct Reduced Iron. Information about this can be found at the following website:

<https://www.rd.usda.gov/ais-insufficient-quantities-or-satisfactory-quality-waiver-requests>.

Please note that the stainless-steel nuts and bolts waiver approved at the same time will no longer be allowed as of 2/24/20, after which all such nuts and bolts must meet the AIS requirements or be considered under the de minimis waiver.

Addenda

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Insert addenda here.

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Bid Forms

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BID FORM

VILLAGE OF RHINEBECK
DUTCHESS COUNTY, NEW YORK
WATER TREATMENT PLANT UPGRADES
CONTRACT _____

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ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to:

Village of Rhinebeck

76 East Market Street, Rhinebeck, NY 12572

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all Exhibits to the Project Manual.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware of the MWBE utilization requirements.
- L. Bidder is aware of the of the American Iron and Steel requirements.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices

at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Water Treatment Plant Upgrades

| | |
|---|--|
| Contract No. | |
| Total Base Bid | |
| Total Bid Alternates (If Applicable) | |
| Total Bid | |

ARTICLE 6 – TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.1 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Item Table
 - B. Bid Bond
 - C. Certificate as to Corporate Principal
 - D. Required Bidder Qualification Statement including but not limited to
 - List of Proposed Subcontractors
 - List of Proposed Suppliers
 - List of Project References
 - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids
 - E. Certification for Contracts, Grants, Loans and Cooperative Agreements
 - F. Non-Collusion Affidavit of Bidder
 - G. Non-Discrimination Statement

- H. EEO Policy Statement
- I. Statement on Sexual Harassment
- J. AIS Contractor's Certification

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

[Printed name]
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature]

[Printed name]

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Federal Tax ID.: _____

WATER TREATMENT PLANT UPGRADES - CONTRACT 1G

| BASE BID ITEMS | | QUANTITY | UNITS | WRITE OUT THE UNIT PRICE / | FIGURES | ITEM BID PRICE |
|---|--|----------|-------|------------------------------|--------------|----------------|
| 1 | Mobilization and General Construction | 1 | LS | | | |
| 2 | General Sedimentation and Erosion Control | 1 | LS | | | |
| 3 | Buried Utility Locating | 1 | LS | | | |
| 4 | Site Excavation, Backfill, and Grading | 1 | LS | | | |
| 5 | Site Yard Improvements | 1 | LS | | | |
| 6 | Site Paving and Walkways | 1 | LS | | | |
| 7 | Site Demolition and Abatement Work | 1 | LS | | | |
| 8 | Flocculator Baffles | 1 | LS | | | |
| 9 | Rehabilitation of Existing Trident Units | 1 | LS | | | |
| 10 | Rehabilitation of Conventional Filtration Units | 1 | LS | | | |
| 11 | Rehabilitation of Existing Settling Tanks | 1 | LS | | | |
| 12 | Raw Water Pump Station Upgrades | 1 | LS | | | |
| 13 | Potassium Permanganate Station Upgrades | 1 | LS | | | |
| 14 | High Lift Pumps | 1 | LS | | | |
| 15 | Process Piping | 1 | LS | | | |
| 16 | New Building for Clarification Units - Structural Concrete | 1 | LS | | | |
| 17 | New Building for Clarification Units - Building | 1 | LS | | | |
| 18 | New Trident Clarification Units | 1 | LS | | | |
| 19 | UV Disinfection Units | 1 | LS | | | |
| 20 | Post-filter Chlorination Feed | 1 | LS | | | |
| 21 | Instrumentation | 1 | LS | | | |
| 22 | Supervisory Control and Data Acquisition (SCADA) | 1 | LS | | | |
| 23 | Off-Site Water Storage Tank Mixer | 1 | LS | | | |
| 24 | Final Restoration | 1 | LS | | | |
| | Contingency Allowance | | | Two Hundred Thousand Dollars | \$200,000.00 | \$200,000.00 |
| BASE BID TOTAL COST (write out both in words and figures) | | | | | | |
| BID ALTERNATE ITEMS | | | | | | |
| BA1 | Backwash Pump VFD Upgrades | 1 | LS | | | |
| BA2 | Epoxy Coating of Treatment Plant Main Floor | 1 | LS | | | |
| BA3 | WTP Garage Upgrades | 1 | LS | | | |
| BA4 | Off-Site Violet Hill Pump Station Upgrades | 1 | LS | | | |
| BID ALTERNATE TOTAL COST (write out both in words and figures) | | | | | | |
| TOTAL COST (base bid plus alternate) | | | | | | |

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WATER TREATMENT PLANT UPGRADES - CONTRACT 1E

| BASE BID ITEMS | | QUANTITY | UNITS | WRITE OUT THE UNIT PRICE / | FIGURES | ITEM BID PRICE |
|---|---|----------|-------|-------------------------------|-------------|----------------|
| 1 | Mobilization and General Construction | 1 | LS | | | |
| 2 | Site Excavation, Backfill, and Grading | 1 | LS | | | |
| 3 | Site Yard Improvements | 1 | LS | | | |
| 4 | Electrical Demolition | 1 | LS | | | |
| 5 | New Building for Clarification Units - Power | 1 | LS | | | |
| 6 | Rehabilitation of Existing Trident Units Electrical | 1 | LS | | | |
| 7 | Rehabilitation of Existing Conventional Filtration Units Electrical | 1 | LS | | | |
| 8 | Raw Water Pump Station Electrical | 1 | LS | | | |
| 9 | High Lift Pumps | 1 | LS | | | |
| 10 | New Trident Clarification Units | 1 | LS | | | |
| 11 | UV Disinfection Units | 1 | LS | | | |
| 12 | Electrical for HVAC Equipment | 1 | LS | | | |
| 13 | New Building for Clarification Units - Lighting | 1 | LS | | | |
| 14 | Existing WTP - Lighting Upgrades | 1 | LS | | | |
| 15 | Off-Site Water Storage Tank Mixer Electrical | 1 | LS | | | |
| 16 | Final Restoration | 1 | LS | | | |
| | Contingency Allowance | | | Seventy Five Thousand Dollars | \$75,000.00 | \$75,000.00 |
| BASE BID TOTAL COST (write out both in words and figures) | | | | | | |
| | | | | | | |
| BID ALTERNATE ITEMS | | | | | | |
| BA1 | Backwash Pump VFD Upgrades | 1 | LS | | | |
| BA2 | WTP Garage Upgrades - Lighting and Receptacles | 1 | LS | | | |
| BA3 | Off-Site Violet Hill Pump Station Upgrades | 1 | LS | | | |
| BID ALTERNATE TOTAL COST (write out both in words and figures) | | | | | | |
| | | | | | | |
| TOTAL COST (base bid plus alternate) | | | | | | |

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WATER TREATMENT PLANT UPGRADES - CONTRACT 1H

| | BASE BID ITEMS | QUANTITY | UNITS | WRITE OUT THE UNIT PRICE / | FIGURES | ITEM BID PRICE |
|---|---|----------|-------|----------------------------|-------------|----------------|
| 1 | Mobilization and General Construction | 1 | LS | | | |
| 2 | Exhaust Fan | 1 | EA | | | |
| 3 | Unie Heaters | 4 | EA | | | |
| 4 | Louvers | 1 | LS | | | |
| 5 | Dehumidifier | 1 | LS | | | |
| | Contingency Allowance | | | Twenty-Five Thousand | \$25,000.00 | \$25,000.00 |
| | TOTAL COST (write out both in words and figures) | | | | | |

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____ as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Village of Rhinebeck, New York, in the sum of _____ Dollars (\$_____), lawful money of the United States for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, 201__ for _____.

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period by specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the County, in accordance with the Bid is accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the County, the difference between the amount specified in said Bid and the amount for which the County may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 201__ the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No Extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties to this Bond. Signed and Sealed this ____ day of _____, 201__.

FOR BIDDER:

(Witness) _____ (Company)

(Name/Title) _____ (Seal)

(Signature)

FOR SURETY:

(Witness) _____ (Company)

(Name/Title) _____ (Seal)

(Signature)

ACKNOWLEDGEMENT FOR CORPORATION State of _____, County of _____

On this ____ day of _____, 201__, before me personally came _____
to me known, who being duly sworn, did depose and state that he is the _____ of
_____, the Corporation described in and
which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation,
and that he signed his name thereto by like order.

My commission expires: _____
Notary Public – Seal

ACKNOWLEDGEMENT FOR INDIVIDUAL: State of _____, County of _____

On this ____ day of _____, 201__, before me personally came _____
_____, to me known, and known by me to be the individual described in and who
executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires: _____
Notary Public – Seal

ACKNOWLEDGEMENT FOR FIRM: State of _____, County of _____

On this ____ day of _____, 201__, before me personally came _____
_____, to me known, and known by me to be a member of the firm of
_____, described in and who executed the
foregoing instrument, and he thereupon acknowledged that he executed the same as and for the act and deed
of said firm.

My commission expires: _____
Notary Public – Seal

ACKNOWLEDGEMENT FOR SURETY State of _____, County of _____

On this ____ day of _____, 201__, before me personally came _____
to me known, who being duly sworn, did depose and state that he is an Attorney-In-Fact
of _____ the corporation described in and which executed the
within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by
authority of the Board of Directors of said corporation and by authority of this office under the Standing
Resolutions thereof.

My commission expires: _____
Notary Public - Seal

Note: *Attorney-in-Fact, State of _____
Attach Power of Attorney for person signing for Surety Bond.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the (1) _____
of the Corporation named as Principal in the within bond; that _____
who signed the said bond on behalf of the Principal was then _____ of
said corporation; that I know his signature thereto is genuine; and that said bond was duly signed and
attested to for and in behalf of said corporation by authority of this governing body.

_____ (Corporate Seal)
Title

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STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and permanent main office address and telephone number.

2. Names of all officers and principals in the firm.

3. When organized (Month, Day, Year).

4. If a corporation, where incorporated (City, State).

5. Who is your insurance carrier?

6. Is your insurance carrier an NYS admitted insurance carrier?

7. How many years have you been engaged in construction under your present firm or trade name?

8. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate dates of completion).

9. General character of work performed by your company (e.g. Construction, Excavation, etc.).

10. Have you ever failed to complete any work awarded to you? If so, where and why?

11. Have you ever defaulted on a contract? If so, where and why?

12. List the important contracts completed by you within the past two years, stating approximate gross cost for each, and the month and year completed.

13. List your major equipment available for this (Description, Age, Contract, etc.).

14. List experience in construction work similar in importance to this project (Contracts within the past five years).

15. List background and experience of the principal members of your organization including the officers (Type of work, number of years).

16. Give bank reference and names in which accounts are held.

17. List on a separate sheet of paper proposed suppliers and subcontractors.

18. Will you, upon request, furnish any other information, financial or otherwise, that may be required by the OWNER?

Yes _____ No _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the OWNER verification of the recitals comprising this Statement of Bidder's Qualifications.

20. List any pending and or past litigations.

Dated at _____ this _____ day of _____, 20__.

(Name of Bidder)

By: _____
(Principal)

Title: _____

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Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.: _____

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Name: _____
 Title: _____
 Company Name: _____
 Date: _____
 Contract ID: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. 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 his knowledge and belief;
 - a. The prices in this Bid, have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where clauses 4-a, b, and c above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where 4-a, b, and c above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of clause 4-b.

Any Bid hereafter made to the Municipality or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such Bid contains the certification referred to in subparagraph 4-b, of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____, Title: _____

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

Notary Public, My Commission expires _____

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NON-DISCRIMINATION STATEMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

To the extent that such services are to be provided pursuant to the contract, the following paragraph is required:

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the state of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work: b) discriminate against or intimidate any employee hired for the performance of work under this contract.

Signature: _____

Title: _____

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**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, _____, am the authorized representative of _____.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that _____ will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.

Name of Contractor/Service Provider

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

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STATEMENT ON SEXUAL HARASSMENT

New York State Finance Law § 139-1

STATE OF _____)
) SS.:
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

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

A Bid shall not be considered for award nor shall any award be made to a Bidder who has not complied with the above certification; provided, however, that if the Bidder cannot make the foregoing certification, such Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor.

Any Bid hereafter made to the Municipality or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where such Bid contains the above certification, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of such statement as the act and deed of the corporation.

Signed: _____, Title: _____

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

Notary Public
My commission expires: _____

[affix stamp]

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Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM
THE NYS CLEAN WATER STATE REVOLVING FUND OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project #: _____

SRF Recipient Name: _____

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Contract Forms

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NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated [date] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$[Contract Price]. Contract Price is subject to adjustment based on the provisions of the Contract.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [number of copies sent] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): [Describe other conditions that require Successful Bidder's compliance]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: [Full formal name of Owner]

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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SAMPLE

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

Article 1. PARTIES TO CONTRACT.

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between the Village of Rhinebeck, NY (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

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

Article 2. WORK.

2.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Village of Rhinebeck WTP Upgrades – Contract _____

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially complete and operational within **365** calendar days after the date the Contract Time commences to run and completed and ready for final payment within **60** days after Substantial Completion.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11.05 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER. CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 In addition to the liquidated damages set forth above, the CONTRACTOR shall be liable for all additional costs incurred by the OWNER for engineering and inspection services that extends beyond the substantial completion time specified in the Contract Documents.

Article 4. CONTRACT PRICE.

The total estimated amount of the Contract is _____
(\$_____) based on the prices set forth in the Bid Form.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

- 4.1. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.1
- 4.2. As provided in paragraph 13.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in paragraph 13.03 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. *Progress Payment & Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the last day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
 - 5.1.1 Prior to substantial completion, the CONTRACTOR shall be paid up to 95% of the amount for the work completed in accordance with Section 10 of Special Conditions, with the 5% balance being retainage.
 - 5.1.2. Upon Substantial Completion, the OWNER may increase total payments to CONTRACTOR to 100% of Contract Price, less an amount equal to double the value of the remaining work or the retainage which ever is less, provided the OWNER receives a release of surety from the CONTRACTOR.
- 5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions. OWNER shall pay the remainder of the Contract Price.
- 5.3. *Change Orders.* For changes in work greater than \$100,000, the percentage of overhead and profit shall be subject to negotiation.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigation, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement
- 7.2. Exhibits to this Agreement
- 7.3. Performance, Payment, and other Bonds, identified as exhibits.
- 7.4. Notice to Proceed
- 7.5. General Conditions
- 7.6. Supplementary Conditions
- 7.7. Special Conditions

- 7.8. Specifications bearing the title: Village of Rhinebeck Water Treatment Plant Upgrades
- 7.9. Drawings with each sheet bearing the following general title: Village of Rhinebeck Water Treatment Plant Upgrades
- 7.10. Addenda.
- 7.11. CONTRACTOR's Bid
- 7.12. Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 9. Affirmative Action Provisions

- 9.1. Refer to the EFC Bid Packet for Construction Contracts for the affirmative action goals and requirements, if required.

Article 10. Contractor's Agreement Certification

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20 _____ (which is the Effective Date of the Agreement).

OWNER _____ CONTRACTOR _____

By: _____ By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

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PERFORMANCE BOND

| | |
|--|---|
| <p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p> | <p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p> |
| <p>Owner</p> <p>Name: [Full formal name of Owner]</p> <p>Mailing address <i>(principal place of business)</i>: [Address of Owner's principal place of business]</p> | <p>Contract</p> <p>Description <i>(name and location)</i>: [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount from Contract]</p> <p>Effective Date of Contract: [Date from Contract]</p> |
| <p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p> | |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p> | |
| <p>Contractor as Principal</p> | <p>Surety</p> |
| <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p> <hr/> <p>By: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> | <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p> <hr/> <p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p> | |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

| | |
|---|--|
| <p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]</p> | <p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>): [Address of Surety's principal place of business]</p> |
| <p>Owner</p> <p>Name: [Full formal name of Owner]</p> <p>Mailing address (<i>principal place of business</i>): [Address of Owner's principal place of business]</p> | <p>Contract</p> <p>Description (<i>name and location</i>): [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p> |
| <p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p> | |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p> | |
| Contractor as Principal | Surety |
| <i>(Full formal name of Contractor)</i> | <i>(Full formal name of Surety) (corporate seal)</i> |
| By: _____ <i>(Signature)</i> | By: _____ <i>(Signature)(Attach Power of Attorney)</i> |
| Name: _____ <i>(Printed or typed)</i> | Name: _____ <i>(Printed or typed)</i> |
| Title: _____ | Title: _____ |
| Attest: _____ <i>(Signature)</i> | Attest: _____ <i>(Signature)</i> |
| Name: _____ <i>(Printed or typed)</i> | Name: _____ <i>(Printed or typed)</i> |
| Title: _____ | Title: _____ |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p> | |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

Insert Insurance Certificate here

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NOTICE TO PROCEED

Owner: _____ Owner's Contract No.: _____
Contractor: _____ Contractor's Project No.: _____
Engineer: Delaware Engineering, D.P.C. Engineer's Project No.: _____
Project: _____
Effective Date of Contract: _____

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [Month, Day, Year].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____.

Before starting any Work at the Site, Contractor must notify **Dig Safe New York** for an emergency callout to the site.

Note MWBE Utilization Plan must be approved prior to payment processing.

Owner:

By:
Title:
Date Issued:

Copy:

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SAMPLE

Project Name
Municipality of Name
Name County, NY
CHANGE ORDER NO. # ___

Owner _____ Date _____
Project _____
Owner's Contract No. _____ Contractor: _____
Date of Contract Start _____

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

Reason for Change Order:

| CONTRACT PRICE | | CONTRACT TIMES (Calendar Days) | |
|-------------------------|----------|---------------------------------------|----------------------------|
| | | To substantial completion | To final completion |
| Original: | \$ _____ | ORIGINAL: | _____ |
| Previous C.O.s (ADD): | \$ _____ | Previous C.O.s (ADD/DEDUCT): | _____ |
| This C.O. (ADD / NTE): | \$ _____ | This C.O. (ADD/DEDUCT): | _____ |
| Contract Price with all | | REVISED: | _____ |
| Approved Change Orders: | \$ _____ | Notice to proceed: | _____ |
| | | Original Completion Date: | _____ |

Change Order Details:

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

By: _____ Date _____
Engineer (Authorized Signature)

APPROVED:

By: _____ Date _____
Owner (Authorized Signature)

ACCEPTED:

By: _____ Date _____
Contractor (Authorized Signature)

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:
 Contractor:
 Engineer: Delaware Engineering, D.P.C.
 Project:

Owner's Project No.:
 Contractor's Project No.:
 Engineer's Project No.:
 Contract Name:

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None As follows

Amendments to Contractor's responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| | | |
|---|---|--|
| <p>EXECUTED BY ENGINEER:</p> <p>By: _____ (Authorized signature)</p> <p>Title: _____</p> <p>Date: _____</p> | <p>RECEIVED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p> | <p>RECEIVED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|---|--|

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SAMPLE

WARRANTY BOND

| | |
|---|---|
| <p>Contractor</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p> | <p>Surety</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p> |
| <p>Owner</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p> | <p>Construction Contract</p> <p>Description (name and location): _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p> <p>Contract's Date of Substantial Completion: _____</p> |
| <p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9</p> | |
| <p>Bond Period: Commencing at Substantial Completion of the Work under the Construction Contract and continuing until _____ years after such Substantial Completion. This does not shorten or in any way limit a manufacturer's Warranty.</p> | |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p> | |
| <p>Contractor as Principal</p> | <p>Surety</p> |
| <p>By: _____ (Full formal name of Contractor)</p> <p>By: _____ (Full formal name of Surety) (corporate seal)</p> | <p>By: _____ (Signature)</p> <p>By: _____ (Signature) (Attach Power of Attorney)</p> |
| <p>Name: _____ (Printed or typed)</p> | <p>Name: _____ (Printed or typed)</p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p>Attest: _____ (Signature)</p> | <p>Attest: _____ (Signature)</p> |
| <p>Name: _____ (Printed or typed)</p> | <p>Name: _____ (Printed or typed)</p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p> | |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows:

Contract Conditions

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, 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 Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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

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Article 1 Definitions and Terminology

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

Article 3 Documents: Intent, Requirements, Reuse

Add the following paragraph:

3.02.A.1.a. The contract work shall be installed conformance with the following applicable standards as applied:

1. "Recommended Standards for Water Works", (Ten State Standards), most recent edition
2. "Recommended Standards for Wastewater Facilities", (Ten State Standards), most recent edition
3. "Standard Specifications, Construction and Materials," New York State Department of Transportation, most recent edition
4. "New York State Standards and Specifications for Erosion and Sediment Control", NYSDEC, most recent edition

**Article 5 Availability of Lands; Subsurface and Physical Conditions; Hazardous
Environmental Conditions**

Add the following paragraph:

5.02.E. Easements

1. If necessary, the OWNER shall obtain permanent easements for the project prior to any work that will be done on the properties. The OWNER shall provide the easements to the CONTRACTOR.
2. CONTRACTOR shall secure at own expense any necessary temporary easements needed for staging and or any other activity required to complete the Work.

Add the following paragraph:

5.07 In the preparation of the Drawings and Specifications, ENGINEER may have relied upon the following:

-
1. "As-built" information provided by the Owner.
 2. Record information provided by the Owner.
 3. Exhibits included in Project Manual.
 4. Data from laboratory tests.
 5. General survey notes as listed in the Drawings.

Article 6 Bonds and Insurance

Add the following paragraph:

6.01.G. CONTRACTOR shall execute bonds as required by Article 6 of the General Conditions and specified below:

- a. Performance Bond equal to **100** percent of the contract price. Such Bond to be provided prior to execution of the Contract.
- b. Payment Bond equal to **100** percent of the contract price. Such Bond to be provided prior to execution of the Contract.
- c. Warranty Bond equal to **100** percent of the contract price, such Bond to be provided upon final completion and on commencement of the Warranty period. And to remain in effect for **two years**.
- d. Bonds obtained shall be in a form, and from a Surety, acceptable to the Funding Agency or Municipality.
- e. In the event the Contract Price is adjusted by Change Order by more than ten percent of the Contract price, the OWNER may request that the Bond values be increased accordingly.

Add the following to existing paragraph 6.03.C.:

6.03.C. Commercial General Liability Insurance, written on an occurrence form, on a primary and non-contributory basis, by insurance companies authorized to write insurance in New York, insuring against bodily injury and property damage in the following amounts:

- a. Each Occurrence \$1,000,000
- b. General Aggregate \$2,000,000*
- c. Personal and Advertising Injury \$1,000,000
- d. Products-Completed Operations Aggregate \$2,000,000
- e. Fire Damage – any one fire \$500,000
- f. Medical Expense – any one person \$50,000
- g. Property Damage insurance to include coverage for explosion, collapse and underground hazards.
- h. Professional Liability when applicable.

* The general aggregate limit applies per project.

** The CONTRACTOR is to provide a 30 Day Prior Notice of Cancellation to the OWNER and ENGINEER if any coverage is in danger of being cancelled (ie) for nonpayment of premium.

Add the following to existing paragraph 6.03.D.:

6.03.D. Automobile Liability insurance covering bodily injury and property damage for owned, non-owned and hired motor vehicles with a combined single limit of liability in the amount of \$1,000,000.

Add the following to existing paragraph 6.03.E.:

6.03.E. Umbrella liability insurance policy covering bodily injury and property damage in the amount of \$5,000,000.

Add the following paragraph:

6.03.K. Statutory Requirements. The contractor shall secure and keep in force all insurances in such amounts as are required by New York State Law and the laws of the United States, including: Worker's Compensation Insurance, NYS Disability Insurance, Unemployment Insurance.

Add the following paragraph:

6.03.L. Named Insureds. The Owner, its officers, employees, and engineers shall be named as additional insured on a primary non-contributory basis including waiver of subrogation for insurances required under general liability, Automobile liability, Umbrella liability, Pollution liability basis for insurances required.

Add the following paragraph:

6.03.M. CONTRACTOR shall purchase and maintain an OWNER's and CONTRACTOR's Protective Liability policy in the name of the OWNER for the project, so as to provide dedicated coverage for the Project and the OWNER. Policy shall be in the amount of:
\$1,000,000 per occurrence
\$2,000,000 aggregate.

Add the following paragraph:

6.03.O. Above insurance requirements shall be binding on Subcontractors as well as the General CONTRACTOR. OWNER may request proof of insurance for any Subcontractor working on the site.

Add the following paragraph:

6.03.P. Insurance requirements apply separately to each Contract let under the overall project.

Add the following paragraph:

6.03.Q. CONTRACTOR shall purchase and maintain an OWNER's and CONTRACTOR's Pollution Liability policy in the name of the OWNER for the project, so as to provide dedicated coverage for the Project and the OWNER. Policy shall be in the amount of:
\$2,000,000 per occurrence
\$2,000,000 aggregate.

Add the following paragraph:

6.03.R. To protect interests of the OWNER and CONTRACTOR, the CONTRACTOR shall purchase and maintain through the Contract period a full Builders Risk Policy. Such policy shall allow for occupancy and use by the OWNER of the work until such time as the project is final complete and accepted by the OWNER. As part of, or in addition to Builders Risk Policy, CONTRACTOR shall purchase and maintain a policy providing Boiler and Machinery Coverage, including Testing and Turning.
a. A Full Builders Risk Policy is required for this project.

Article 7 Contractor's Responsibilities

7.10. Laws and Regulations:

1. Add the following to paragraph 7.10 (A) of the General Conditions:

The Industrial code of the State of New York, Rule 53, Part 53 of Title 12 of the Compilation of Codes, Rules and Regulations (12 NYCRR 53) - Construction, Excavation and Demolition Operations at or near underground facilities - Effective April 1, 1975.

This Rule, Part 53 of Title 12 of the Compilation of Codes related to Construction, Excavation and Demolition Operations at or near underground facilities in order to assure safety and prevent damage to public or private property.

7.18 Indemnification

1. Add the following provisions to paragraph 7.18 of the General Conditions:

Indemnification shall include, to the extent allowed by law, workplace safety and third-party over suits. Subcontractors shall also be subject to indemnification requirements.

ARTICLE 10 ENGINEER'S STATUS DURING CONSTRUCTION

A. Project Representation:

Add two new Paragraphs immediately after Paragraph 10.03 of the General Conditions, which are to read as follows:

1. The terms Resident Project Representative and RESIDENT ENGINEER shall be used interchangeably.
2. The RESIDENT ENGINEER shall maintain a force for inspection of construction, which shall consist of a field staff and supporting personnel required in connection therewith. Nothing in the OWNER/ENGINEER agreement or in the Contract Documents shall be construed to make the RESIDENT ENGINEER a guarantor of the performance of the CONTRACTOR or others, nor shall any provision in this agreement be construed as giving the RESIDENT ENGINEER, on its own behalf or on behalf of the OWNER, the responsibility for or the authority to direct or supervise construction methods, techniques, procedures or safety measures. The RESIDENT ENGINEER will not be responsible for the enforcement of the obligations of the CONTRACTOR or others, nor their failure to execute the Work in accordance with the Contract Documents and within the time period specified.

The services furnished hereunder can be generally described as follows:

- a. Schedules: The RESIDENT ENGINEER shall review the CONTRACTOR'S progress schedules, schedule of Shop Drawings, and other schedules prepared by the CONTRACTOR and review and report to the OWNER as to their acceptability.

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- b. Conferences: The RESIDENT ENGINEER shall arrange, schedule and conduct pre-construction conferences, progress meetings and other job conferences as may be required, and notify in advance those who are expected to attend.
 - c. Liaison: The RESIDENT ENGINEER shall serve as the OWNER'S on-site liaison with the CONTRACTOR concerning the CONTRACTOR'S performance under the terms of its Contract.
 - d. Shop Drawings and Samples: The RESIDENT ENGINEER shall receive and record the date of receipt, and monitor transmission of Shop Drawings, Samples, and test data submitted by the CONTRACTOR, and shall receive and record the date of receipt thereof, and monitor the transmission of the above-referenced submissions which have been reviewed.
 - e. Inspection of Materials and Equipment: The RESIDENT ENGINEER shall inspect and approve or reject construction materials and equipment to determine their general compliance with the Contract Documents.
 - 1. In the event the OWNER engages an independent testing laboratory to conduct tests on materials and equipment, then the RESIDENT ENGINEER shall cooperate with said independent testing laboratory to determine general compliance with the Contract Documents.
 - 2. The RESIDENT ENGINEER shall report to the DESIGN ENGINEER whenever he believes that Work is unsatisfactory, faulty, defective, has been damaged, does not conform to the Contract Documents, or does not meet the requirements of inspections, tests or approvals required to be made, and shall advise the DESIGN ENGINEER when he believes Work should be corrected, rejected, uncovered for observation, or requires special tests or inspection.
 - 3. The RESIDENT ENGINEER shall verify that tests, equipment and systems start-up and operating and maintenance instructions are followed and conducted by the CONTRACTOR in the presence of the appropriate personnel, as required by the Contract Documents, and that the CONTRACTOR maintains adequate records thereof.
 - f. Change Orders and Supplemental Agreements: The RESIDENT ENGINEER shall prepare all Change Orders and supplemental agreements in the form and manner approved by the OWNER, for authorized alterations to the Work as provided for under the Contract Documents.
 - g. Records: The RESIDENT ENGINEER shall maintain at the job site orderly files for correspondence, reports or job conferences, Shop Drawing and Sample submissions, reproductions of original Contract Documents including Addenda, authorized alterations to the Contract Documents, Change Orders, Field Orders, additional drawings issued subsequent to the execution of the Contract, clarification letters, and other alterations to the Contract Documents, interpretations of the Contract Documents, progress reports, and other Project related documents.
 - h. CONTRACTOR'S Claims: The RESIDENT ENGINEER shall investigate and furnish to the OWNER information relating to the CONTRACTOR'S claims and make recommendations with regard to payment of such claims.
 - i. Reports: The RESIDENT ENGINEER shall furnish the OWNER with monthly reports as required, of the progress of the Work and of the CONTRACTOR'S compliance with the approved progress schedule, schedule of Shop Drawings submissions and other schedules.

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1. The RESIDENT ENGINEER shall notify the OWNER of permanent Work which does not conform to the results required in the Contract Documents, prepare written reports describing any apparent, nonconforming Work and make recommendations to the OWNER for its correction and, at the request of the OWNER notify the CONTRACTOR of RESIDENT ENGINEER'S directions for correction of nonconforming Work.
 2. The RESIDENT ENGINEER shall prepare completion lists when substantial Completion of the Project is claimed by the CONTRACTOR. The RESIDENT ENGINEER shall measure pay items of Work.
- j. CONTRACTOR'S Requests for Payment: The RESIDENT ENGINEER shall review the CONTRACTOR'S Application for Payment and shall certify that the Work has progressed to the point indicated by the CONTRACTOR, that to the best of his knowledge, information and belief, based on its inspection and review, the Work is in accordance with the Contract Documents, and that the CONTRACTOR is entitled to the payment of the amount certified.
1. The RESIDENT ENGINEER'S certification shall be subject to an evaluation of the Work as a functioning project upon Substantial Completion, and to the results of any subsequent tests required by or performed under the Contract Documents, and to minor deviations from the Contract Documents, correctable prior to completion, and to any additional specific qualifications stated in the certificate.
 2. By approving an Application for Payment, the RESIDENT ENGINEER will not be deemed to have represented that he has made any determination as to how or for what purpose any CONTRACTOR has used the monies paid on account of the Contract Price, or that title to any of the CONTRACTOR'S Work, materials, or equipment has passed to the OWNER free and clear of any liens, claims, security, interest or encumbrances.
- k. Drawings: The RESIDENT ENGINEER shall, based on documentation provided by the CONTRACTOR, and collected and reviewed by said RESIDENT ENGINEER, prepare record drawings
- l. Guarantees, Certificates, and Inspections Prior to Guarantee Period: During the course of the Work, the RESIDENT ENGINEER shall verify that guarantees, certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR, are applicable to the items actually installed, and shall deliver these items and information to the OWNER prior to the final acceptance of the Project.
1. The RESIDENT ENGINEER and OWNER shall make an inspection approximately ninety days prior to the expiration of the guarantee period of the Contracts. The RESIDENT ENGINEER shall submit a written report to the OWNER listing discrepancies between guarantees and performance.
 2. The RESIDENT ENGINEER shall assist in efforts to effect and expedite the correction or adjustment of CONTRACTOR'S defective Work, if any. The RESIDENT ENGINEER shall conduct final inspection to verify that the defective Work has been corrected or adjusted, and shall make recommendations to the OWNER concerning its acceptance.
 3. The RESIDENT ENGINEER shall arrange for instruction by the CONTRACTOR and the manufacturer's representatives to the OWNER or its designated representatives concerning

the proper operation and maintenance of the equipment furnished and installed for the Project.

Article 17 Final Resolution of Disputes

A. Disputes shall be resolved in accordance with the General Conditions.

B. Compliance with Laws:

1. The CONTRACTOR shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

2. It is further understood and agreed between the parties that each and every other provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and that this Contract shall be read and enforced as though the same were included herein.

C. Safety and Health Regulations:

1. The CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

2. The attention of the CONTRACTOR is directed to the provisions of Section 4(b)(4) of the Occupational Safety and Health Act of 1970, as follows:

"Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, disease, or death of employees arising out of, or in the course of, employments."

3. The CONTRACTOR shall at all times, comply with the latest applicable State Laws pertaining to the Safety of Workers in the Construction Field.

END OF SECTION

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SPECIAL CONDITIONS

1. SCOPE

The intent of this section is to describe and clarify special conditions which relate to this project. Special Conditions which differ (or are in conflict) with the Supplemental Conditions - or the policies of other agencies (public or private) which have jurisdiction by law - shall be brought immediately to the attention of the Engineer.

2. TOOLS, MANPOWER, AND EQUIPMENT

If - at any time before the commencement or during the progress of the work - the tools, manpower, or equipment appears to the Engineer to be insufficient, inefficient, or inappropriate to secure the quality of work required (or the proper rate of progress), the Engineer may order the Contractor to increase the efficiency, to improve the character, to increase the number, or to substitute new tools, plant, or equipment (as the case may be) and the Contractor must conform to such order.

Before executing any subcontract, the successful Bidder as Contractor shall submit the name of any proposed subcontractor for prior approval.

3. PERMITS

The Engineer has endeavored to obtain all permits (unless indicated elsewhere), with the exception of Local Building Permits and Highway Work Permits. Contractor shall promptly apply for all permits which are required for completion of the work. Contractor shall complete all application forms, pay all fees or bonds, and provide documentation as requested by the permit agency.

4. APPROVABLE MANUFACTURERS OR SUPPLIERS

Where "Approved Manufacturers or Suppliers" are listed, or where a particular manufacturer's products are listed, the reference shall be taken to include the qualification of "or equal as approved by the Engineer." If Contractor proposes "or-equal" items, the burden for demonstrating this equivalency shall rest on the Contractor. The Engineer shall retain the right of approval over proposed "or-Equal" items and shall in making an evaluation and determination consider the durability, reliability, life-cycle costs, ease of repair, technical service, and other like factors in addition to the proposed substitutes attainment of design standards for the new product. The only allowable equipment is such that is manufactured in the United States.

5. PERFORMANCE WARRANTY

The Contractor shall furnish (at the Contractor's expense) a one (1) year Warranty, with respect to all materials, equipment, and construction, equal to 25 percent of the contract price. This Warranty shall be provided upon Substantial Completion of the work, regardless of earlier occupancy or use of parts of the work. All Warranty issues identified by the Engineer in writing during the one (1) year Warranty period shall be resolved by the Contractor to the Owner's satisfaction. If authorized by the Engineer, the Owner may require the Contractor to furnish (at the Contractor's expense) a special performance Warranty or other surety over and above the one (1) year Warranty, with respect to materials or equipment substitutions. If Contractor fails to act to resolve Warranty issues within 30 days of written notice, or such lesser period as may be dictated by the Owner's needs to use facilities subject to the Warranty, the Contractor will be considered to be in default of his Warranty obligations. In the event of such default, Owner may make other arrangements to remedy the Warranty problem and claim all direct and incidental costs against Contractor's Warranty Bond.

6. MAINTENANCE OBLIGATION

If, at any time during the performance of the Contract, defects in the work shall develop or be discovered, the Contractor shall promptly repair or replace the defective workmanship or materials even though such workmanship or materials have already passed inspection. The Contractor will be

required to perform maintenance in all areas of finished road surfaces where defects and/or settlement has occurred. These areas shall be repaired promptly and under the direction of the Engineer with the materials and procedures stated in the Specifications section that applies.

Contractor shall furnish and maintain fuel, electric, and consumable supplies (such as chemicals) from the period of initial start-up of systems until Substantial Completion for the Work and acceptance by the owner.

The Contractor shall maintain all areas of work and storage in a neat and orderly condition at all times.

The Contractor - at the end of each day - will be required to remove (and dispose of properly) scattered piles of debris, surplus materials, construction equipment, or any obstructions deemed by the Engineer (or any other agency having Jurisdiction) which create a health or safety hazard to the public.

The Contractor shall keep all existing facilities - such as storm drains, culverts, catch basins, ditches, and all public and private utilities in the area of construction - clean and operational during construction. All excavations shall be backfilled to grade at the end of each day, unless the Engineer approves the use of fencing and barricades. At the end of each day, all areas disturbed (which are used for public or private, pedestrian or vehicular traffic) shall be made accessible for its intended use, with proper signs and safety devices installed for the protection of the public. As work progresses in the various areas of construction, all traffic areas shall be kept broom-cleaned, with a dust suppressor used as directed by the Engineer. Prior to final restoration, all areas disturbed during construction shall be maintained. Clean-up of areas requested by the Engineer shall be done promptly and to the satisfaction of the Engineer.

7. LIQUIDATED DAMAGES

The OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the work is not completed within the times specified In the Contract Agreement plus any extensions thereof allowed in accordance with Article 11, "Change of Contract Time", of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving legal arbitration proceeding the actual loss suffered by the OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty), CONTRACTOR shall pay OWNER, for each day that expires after the time specified in the Contract Standard Form of Agreement, the following Stipulated Penalties: (see Standard Agreement)

8. CONSTRUCTION DOCUMENTATION

A. "As-Built" Drawings: The Contractor shall note, on a set of the Contract Drawings kept especially for this purpose, the final locations and details of construction, the location of underground utilities, and obstructions, and any other pertinent information necessary for preparation of "As-Built" drawings.

B. Photographs: The Contractor shall furnish preconstruction photographs (or videotapes), to show the conditions existing prior to construction. Photographs shall be legible, complete, and marked with the direction of view, station, and date. The Contractor shall furnish Progress photographs shall be taken monthly and as directed by the Engineer. Original prints and negatives for Preconstruction and Progress Photographs shall be furnished to the Engineer and shall become part of the record to be retained by the Owner upon completion of the project.

9. COMMUNICATIONS

A. Written Communications: All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing. Any notice to or demand shall be sufficiently given if delivered at address stated on the signature page of the Agreement. Any such notice shall be deemed to have been given as of the time of actual delivery. All urgent matters should be sent by Overnight Mail or by facsimile with an original by Registered Mail.

B. Project Meetings: Contractor shall arrange meetings, schedule attendance of necessary parties, and record and distribute minutes. Meetings shall include, at a minimum, Pre-construction Conference, Bi-Weekly Progress Meetings (as needed), Substantial Completion Meeting, and Final Inspection. At routine Progress Meetings, the Contractor shall present: a review of work progress since the previous meeting, conflicts and resolutions for problems, scheduling issues or delays and their resolution, potential changes orders or delays, and other business as directed by the Engineer in advance of the meeting.

10. PAYMENT TO CONTRACTOR

Progress payments will be made to the Contractor by the Owner, based on a monthly work performance period ending on the last day of the month. The estimate for in-place work performed during the preceding period must be duly certified and approved by the Owner. The Contractor will be directed in writing as to the schedule on which payments must be submitted.

At the sole discretion of the Owner, and in consideration of the general progress of the work, partial payments may be made for materials delivered and stored on the project site. Payments will be only in the amount of the raw materials costs, as documented by paid receipts, and may not exceed any scheduled value of the material.

All work paid for shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of the work for which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require fulfillment of all terms of the Contract.

11. SCHEDULING AND WORK HOURS

Unless special permission is given by the Engineer, all work shall be done between 7:00 A.M. and 5:00 P.M., Monday through Friday. Contractor shall prepare, coordinate, and maintain the contract completion schedule. Where requested by the Engineer due to the complexity of the project, the Schedule presented shall be a "bar-type" schedule which shows major tasks, completion dates, and potential conflicts. Contractor shall revise Construction Progress Schedule monthly to reflect changes in progress of the work. The Contractor shall be solely responsible for obtaining any dispensation required by the Department of Labor for overtime, night, holiday, or weekend work, as well as for payment of wage supplements required as a result.

12. SUBMITTALS

A. Shop Drawings: CONTRACTOR shall review Shop Drawings and product data prior to submittal, verify field dimensions and suitability, document conformance with the Plans, and schedule submittals so as to not delay the work. Contractor shall review and note his approval on each submittal, prior to its delivery to the Engineer. Each submittal shall be numbered, identify the manufacturer, list model or part numbers, provide weights and dimensions, and include any other pertinent data required by Engineer for review. Upon approval, Contractor shall distribute approved submittals to the Contractor's field office, and to Subcontractors, suppliers, fabricators and other Contractor's affected. Contractor shall allow up to 14 days review by the Engineer, and should specifically request expedited review if needed. Submit at least three (3) copies for review.

B. Test Results: Results of concrete, soil, and other materials testing (where required) shall be distributed to the Engineer, the Engineer's Field Office, and affected Subcontractor's immediately upon receipt of the data. Contractor shall review test results and note any results which do not meet the project requirements.

C. Operation and Maintenance Data: Contractor shall compile manuals, installation instructions/packing documents, and copies of purchase orders for all components installed and bind these documents into an Owner's O&M Manual. Manual shall be indexed and tabbed and suitable for use by the Owner and Operator. Submit Draft for Engineer's approval and three (3) final copies, Engineer will retain two copies.

13. LAYOUT OF WORK

The contractor shall perform all layout work necessary for the satisfactory execution of the construction for the contract as shown on the contract Drawings, and all costs in connection therewith shall be included in the Contract price(s). The contractor shall verify all dimensions on the drawings and shall be responsible for same.

All construction shall be installed to the lines and grades as shown on the Contract Plans. Any discrepancies, obstructions, or conflicts, which are encountered, shall be brought to the immediate attention of the Engineer in the field. All work shall be laid out a minimum of 200 feet in advance. All existing utilities and underground structures or facilities are to be located by the Contractor a minimum of fifteen hundred (1500) feet ahead of actual construction. Any abrupt changes in vertical or horizontal alignment, slope, or field conditions which differ substantially from the Contract Plans and Specifications shall be brought to the attention of the Engineer in writing.

The Contractor will be held responsible for the protection and safe-guarding of all control points and bench marks set by the Engineer for this Contract. Any replacement or re-establishment of control points or bench marks by the Engineer shall be at the expense of the Contractor for whom the bench mark was originally set.

14. LIMIT OF WORK AREA

Easements for the purpose of this Contract will be provided by the Owner. If the Contractor desires the temporary use, during construction, of lands to which the Owner has no rights, the Contractor shall secure written permission from the appropriate property owners and shall file a duplicate copy of such permission with the Engineer. Land shall not be used or occupied by the Contractor prior to the securing of permission. The Contractor shall at all times save harmless the Owner from actions by third parties, by reason of any acts or omissions by the Contractor.

Before final acceptance of the work - and as a prerequisite to the release of the final payment - the Contractor shall secure a written release - from the authorities or owners having jurisdiction over the lands (including easements) occupied by the Contractor - certifying to the satisfactory restoration of all pavements, other surfaces, and utility structures removed or safeguarded for the-work.

The Contractor shall confine all materials - and their storage and the operations of the Contractor's workmen - to the limits indicated by laws, ordinances, permits, directions of the Engineer, and as shown on the Plans. The Contractor will not unreasonably encumber the premises with such materials, but shall store them in orderly fashion, such that they will not interfere with the work under this Contract (or other contracts) or with the operation of the owner's facilities.

Should the Owner provide the land for materials, equipment, trailers, and automobiles, such items shall be stored in the areas designated on the Plans. The Contractor shall mark and place barriers to limit such storage areas.

15. **TEMPORARY FACILITIES**

A. **General:** The Contractor, shall provide temporary power, heating, telephone, and water service, and the sanitary facilities, for his operations throughout the construction period. At the completion of the work, or when the temporary services are no longer required, the temporary facilities shall be restored to their original conditions. All costs in connection with the temporary utilities - including, but not limited to, installation, utility company service charges, maintenance, relocation, and removal - shall be borne by the Contractor. Contractor shall furnish and maintain fuel, electric, and consumable supplies (such as chemicals) from the period of initial start-up of systems until Substantial Completion for the Work and acceptance by the owner.

B. **Specific Facilities Required:** Provide and maintain signage, traffic warning and control devices, and flagmen as required to provide safe working conditions, limit the risk of accidents, and meet the requirements of the appropriate authorities. Provide and maintain temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of Engineer's, Contractor's and Subcontractor's employees. Provide and maintain secure enclosed storage facilities or fencing for equipment and materials stored on site. Provide and maintain temporary lighting meeting code requirements and sufficient to enable Contractor to complete Work and Engineer to observe work as it is being performed. Provide and maintain temporary heat and construct temporary enclosures as necessary for proper completion of the work. Make arrangements and pay fuel costs, supervise, and maintain heating units. Construct and maintain temporary site roadways in snow free, ice free, driveable condition necessary to carry out construction operations. For Contracts exceeding \$2-million in value or twelve months in duration, the Contractor shall provide the Engineer with office space on-site, which shall include screened windows and lockable doors with minimum floor area of 200 sq ft, heat, water, electricity, phone line, furniture, telephone/facsimile machine and photocopy machine.

C. **Housekeeping:** The Contractor shall keep the work and storage areas in a neat and orderly condition at all times. All scattered piles of material, trash, and debris shall be cleaned up daily and removed from the site weekly - or more frequently, as directed by Engineer. The Contractor shall store all potentially hazardous materials in a manner approved by the Engineer and keep all equipment and machinery in good working order. Any leaks, spills, or discharges created by or as a result of construction shall be promptly and thoroughly cleaned up, according to the rules and regulations prescribed by NYSDEC.

16. **PROJECT SIGNS**

The project sign, if required, shall be furnished and installed by Contractor. Each Contractor shall be responsible for providing their own traffic control signs and other safety signs as required.

17. **ENVIRONMENTAL CONTROLS**

Contractor shall: provide erosion control measures in place before commencing work on project site, maintain erosion control measure during construction, and remove erosion control measures upon establishment of permanent, surface stabilization. Contractor shall take such measures as may be required to prevent degradation of stream water quality during his work.

Site clearing will be limited to the area shown on the plans unless otherwise approved by the Engineer. Trees and brush may not be piled on the site, and shall be cut up and removed as clearing progresses.

Any excess soil and rock removed from the site shall be disposed at a point designated by the Owner. All brush and debris removed from the site shall be disposed as listed above or disposed at Contractor's expense in accordance with NYSDEC requirements.

Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and encourage shutdown of motorized equipment not in use.

Do not burn trash on construction site. Maintain road and work areas so as to control dust through water spray or other means. Generally, no visible dust should result from traffic or operations.

Conduct operations to minimize disturbance to residents in vicinity of Work, and comply with applicable local ordinances. Assure that exhaust mufflers and silencer devices are in good working order. Maintain noise levels below 50 decibels at the property lines where homes or commercial property abut the construction site.

Route vehicles carrying rock, concrete or other material over such streets as will cause least annoyance to public and do not operate on public streets between hours of 6:00 p.m. and 7:00 a.m., or on Saturdays, Sundays or legal holidays unless approved by Owner.

Fuel storage area and fuel equipment shall be approved by Owner prior to installation. Submit containment provisions to Owner for approval. Report spills or leaks from fueling equipment or construction equipment to Owner and cleanup as required. Owner may require Contractor to remove damaged or leaking equipment from Project site. Do not change oil on equipment or store or dispose of fuels, solvents, lubricants, or other potentially hazardous materials on site.

18. FAMILIARITY WITH SITE CONDITIONS

The Contractor shall inspect the site and become acquainted with all the field conditions on which the work is dependent. The Contractor is advised that sheeting, shoring, bracing, and dewatering of excavation may be required for the safety of excavations where required by subsoil conditions. No extra costs will be allowed by this work. The Contractor acknowledges satisfaction as to the nature and location of the work; the general and local conditions - particularly those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; the uncertainties of weather, ground water table, or similar physical conditions at the site; the conformation and condition of the ground; the character, quality, and quantity of surface and subsurface materials to be encountered; the character of equipment and facilities needed prior to and during the prosecution of the work; and -all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the contractor in becoming acquainted with all the available information concerning these conditions will not relieve him of the responsibility for estimating properly the difficulty or cost of successfully performing the work.

19. TESTING LABORATORY

Contractor shall employ testing labs as required in the Specifications. Additional testing shall also be conducted (at the Contractors expense) when directed by the Engineer, to verify the conformance of the work with the specifications.

20. TEMPORARY SUSPENSION OF WORK DUE TO WEATHER

All work to be performed under the Contract shall be completed within the time stated in the Agreement or within such extended time for completion as may be granted by Change Order. If, during the progress of the work, it should become necessary because of the lateness of the season, to stop the work, the Contractor shall open proper drainage ditches, erect temporary structures, install temporary materials, and winterize the project so that there will be a minimum of interference with traffic or deterioration of the work already performed. Temporary materials - such as bituminous asphalt, cold mix, and calcium chloride - shall be installed and maintained throughout the Winter. Temporary materials shall be graded and compacted to keep the Contract in First Class condition for snow plows and traffic. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time the project is shut down. Unless there are exceptions specifically approved by the Engineer, seasonal limitations for material installations shall

be as specified in the NYSDOT Standard Specifications. All materials, labor, and equipment necessary to winterize the project shall be the responsibility of the Contractor. No payment will be made for any temporary work. The cost anticipated shall be incorporated into the bid items of the Bid Proposal.

21. MATERIAL, CONTROL, AND CERTIFICATION

A. Certifications: Material certifications from manufacturers and/or suppliers shall be supplied for each product cited in the appropriate Section of the Specifications, or as requested by the Engineer prior to installation. Additional testing, certifications, or performance guarantees may be required on material or product substitutions anticipated for use by the Contractor. All additional costs associated with any substitutions shall be borne by the Contractor (as stated in the General Conditions, Article 7.05).

B. Controls: Unless otherwise specified, all materials shall be new and of first quality. The source of supply of each of the materials shall be approved by the Engineer before delivery is started. Representative preliminary samples (of the character and quality specified) shall be submitted by the Contractor or producer for examination, -and tests shall be conducted in accordance with A.S.T.M. or other generally-recognized standards which regulate the particular industry or product. Only materials so tested and found to conform to the requirements of these Specifications shall be used in the work. All materials proposed for such incorporation may be inspected or tested at any time during their preparation or use. If, after trial, it is found that some approved sources of supply do not provide a uniform, acceptable product, the Contractor shall furnish the acceptable material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the work, and stored material - even though approved prior to being stored - shall be inspected before use in the work and shall meet the requirements of the Specifications at the time of such use.

22. PROJECT CLOSE-OUT.

A. Prerequisites

The contractor shall comply with all the General Conditions and complete the following before requesting a final inspection and Certificate of Substantial Completion:

1. Submit executed warranties, workmanship bonds, maintenance agreements, Inspection certificates, and similar required documentation for specific units of work enabling Owner's unrestricted occupancy and use.
2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational Items.
3. Complete instruction of owner's operating personnel and start-up of systems.
4. Complete final cleaning and remove temporary facilities and tools.
5. Submit executed close-out documents, including: Release of Liens, Surety's Release, Warranty Bonds (where required in the Supplemental Conditions or as a result of the conditional acceptance of work or materials), written Release of Claims for subcontractors or suppliers (when required by the Engineer).
6. Obtain approvals including Occupancy Permit, Electrical Underwriters Certificate, releases and approvals for work done in easements, and such other approvals as may be required to allow full use by the Owner of the completed works unencumbered by Liens or Claims resulting from the Work.

B. Record Documents

The Contractor shall furnish the following:

1. The Contractor shall note, on a set of contract drawings kept especially for this purpose, the final locations and details of construction, the location of underground utilities and obstructions, and any other pertinent information necessary for preparation of "As-Built" drawings.

-
2. Operation and Maintenance Manuals - The Contractor shall request from the -supplier/manufacturer a minimum of three (3) copies of such documents, to be provided to the Engineer for each piece of equipment and system installed.
 3. Installation Instructions and Catalog Cuts - The contractor shall provide the Owner with one (1) copy of all installation instructions received for items such as light fixtures, door hardware, etc.
 4. Equipment Start-up - The Contractor shall provide, as part of the Contract, a qualified Manufacturer's Representative to: Inspect the installation, Service the equipment (as required), Adjust and calibrate the equipment (as necessary), Instruct the owner's Representative in the operation and maintenance of the equipment, and provide a written report and certification to the Contractor and the Engineer, for each piece of equipment or system in the Contract.

C. FINAL CLEANING

At the time of Project Close-out, the Contractor shall clean (or re-clean) the work to the condition expected from a normal, well maintained facility, including: Remove non-permanent protection and labels, Polish glass, Clean exposed finishes, Touch-up minor finish damage, Clean or replace mechanical system filters, Remove debris, Broom-clean unoccupied spaces, Clean light fixtures and replace burned-out lamps, Sweep and wash paved areas, Clean yard and grounds.

23. DRAWINGS AND SPECIFICATIONS - DEFINITIONS AND PRECEDENCE

A. GENERAL

The intent of the Plans and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work, in accordance with the Contract Documents. It is understood, that the Contractor is familiar with construction projects of this type and size, and that generally-accepted construction practices will be applied in order to complete the project in an acceptable manner. All incidental work, whether or not it is shown in the Plans or stated in the specifications, is expected to be, carried out in order to achieve the desired result - which is a complete facility, ready for use, occupancy, or operation by the Owner.

B. DEFINITION AND PRECEDENCE

1. In case of a conflict between the Plans and the Specifications, the Specifications shall govern.
2. Dimensions on the Drawings shall govern over scaled dimensions.
3. Detail Drawings shall govern over general Drawings.
4. General Notes on the Plans apply to all Contract areas.
5. Special Notes on a plan apply to a specific Drawing or condition of the Plans.
6. The Standard General Conditions of the Contract set forth the principal Contract provisions governing the main parties involved. The General Conditions define the rights, responsibilities, and relationships of those parties.
7. The Special Conditions of the Contract modify and adapt the standardized General Conditions to fit the specific requirements of the project.
8. The Supplemental Conditions of the Contract - describe or identify the general rules and regulations of the other parties, which have (in whole or in part) involvement in the project by law.
9. The Contract Specifications - set forth technical information concerning materials, components, systems, and equipment to be furnished and installed - as indicated in the Contract Plans. These Specifications state the quality, performance, characteristics, and results to be achieved by application of construction methods.

C. RESOLUTION OF DISCREPANCIES

Any discrepancies found between the Drawings, the Specifications, and the site conditions - or any other inconsistencies or ambiguities - shall be reported immediately in writing to the Engineer, who shall promptly respond (in writing) to correct the situation. Any work performed by the Contractor (after the discovery of such discrepancies) shall be done at the Contractor's risk.

END OF SECTION

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Exhibits

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Exhibit A

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Rhinebeck

Anthony Mantas
28 Madison Avenue Extension,
Delaware Engineerin DPC
Albany NY 12203

Schedule Year 2023 through 2024
Date Requested 11/30/2023
PRC# 2023014017

Location WTP
Project ID# 18918
Project Type WTP Upgrades Include: A New Building, Process Mixers, Flocculator Upgrades, Filtration Units, Pumps, VFDs, SCADA, Metering, UV Disinfection, Piping Work, Demo Work, Abatement Work, Electrical Work

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 from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 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, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 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

Roberta Reardon, Commissioner

Rhinebeck

Anthony Mantas
28 Madison Avenue Extension,
Delaware Engineerin DPC
Albany NY 12203

Schedule Year 2023 through 2024
Date Requested 11/30/2023
PRC# 2023014017

Location WTP
Project ID# 18918
Project Type WTP Upgrades Include: A New Building, Process Mixers, Flocculator Upgrades, Filtration Units, Pumps, VFDs, SCADA, Metering, UV Disinfection, Piping Work, Demo Work, Abatement Work, Electrical Work

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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 or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

Dutchess County General Construction

Boilermaker **11/01/2023**

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:

| | | |
|-----------------------|-----------------|-----------------|
| Boilermaker | 33.5% of hourly | 33.5% of Hourly |
| Repair \$ Renovations | Wage Paid | Wage Paid |
| | + \$ 26.49 | + \$26.85 |

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:

| | | |
|---------------|---|---|
| Apprentice(s) | 33.5% of Hourly Wage Paid Plus Amount Below | 33.5% of Hourly Wage Paid Plus Amount Below |
| 1st Term | \$ 20.12 | \$ 20.36 |
| 2nd Term | 21.03 | 21.28 |
| 3rd Term | 21.95 | 22.22 |
| 4th Term | 22.83 | 23.12 |
| 5th Term | 23.76 | 24.07 |
| 6th Term | 24.67 | 25.00 |
| 7th Term | 25.58 | 25.93 |

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

4-5

Carpenter **11/01/2023**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2023

Building:
 Millwright \$ 46.00
 + 8.17*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.31

OVERTIME PAY

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

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

| 1st | 2nd | 3rd | 4th |
|---------|---------|---------|---------|
| \$28.01 | \$30.34 | \$34.67 | \$43.33 |
| + 4.27* | + 5.06* | + 5.81* | + 7.31* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---------|---------|---------|---------|
| \$22.55 | \$24.34 | \$26.45 | \$29.18 |

8-740.2

Carpenter

11/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Per hour: 07/01/2023

Carpet/Resilient

Floor Coverer \$ 34.45
 + 3.25*

*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

| | | | | |
|--|---------|---------|---------|---------|
| | 1st | 2nd | 3rd | 4th |
| | \$15.75 | \$18.87 | \$23.55 | \$28.23 |
| | + 2.48* | + 2.48* | + 2.48* | + 2.48* |

*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

Carpenter

11/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Marine Construction:

Marine Diver \$ 74.03
 + 9.79*

Marine Tender \$ 53.57
 + 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.34

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

| | |
|----------|----------|
| 1st year | \$ 25.60 |
| | + 5.30* |
| 2nd year | 31.20 |
| | + 5.30* |
| 3rd year | 39.58 |
| | + 5.30* |
| 4th year | 47.97 |
| | + 5.05* |

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.83

8-1456MC

Carpenter - Building / Heavy&Highway

11/01/2023

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

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** |
| | + 4.88* | | | |

Applies to Diver (Wet):

| | |
|-----------|----------|
| Base Wage | \$ 50.00 |
| | + 4.88* |

*For all hours paid straight or premium.

**To be allocated at a later date.

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.

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

Electrician

11/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

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

WAGES

Per hour:

| | | |
|--------------------------------|------------|------------|
| | 07/01/2023 | 04/01/2024 |
| Electrician Wireman/Technician | \$ 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 when shift is worked:

| | | |
|--------------------------|----------|----------|
| Between 4:30pm & 12:30am | \$ 58.08 | \$ 59.30 |
| | + 9.00* | + 9.50* |
| Between 12:30am & 8:30am | \$ 65.06 | \$66.35 |
| | + 9.00* | + 9.50* |

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

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, 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 3% of straight or premium wage | \$ 29.68 plus 3% of straight or premium wage |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

| 07/01/2023 | 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.

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 |

11-363/1

Electrician

11/01/2023

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 under \$ 250,000.00 | 07/01/2023 | 04/01/2024 |
|--|------------|------------|
| | \$ 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* |

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

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, 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 3% of straight or premium wage | \$ 29.68 plus 3% of straight or premium wage |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

| | | | | | | |
|-------------------|------------|------------|------------|------------|------------|------------|
| 07/01/2023 | 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.

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

11/01/2023

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

| Per Hour | 07/01/2023 | 01/01/2024 |
|----------|---------------------------|---------------------------|
| Mechanic | \$ 67.35 | \$ 70.15 |
| Helper | 70% of Mechanic Wage Rate | 70% of Mechanic 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 |
|-------------------|------------|------------|
| Journeyman/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 **11/01/2023**

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

*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.

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

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:

7/01/2023

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)

Insulator - Heat & Frost **11/01/2023**

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

| | | |
|------------------------------------|------------|------------|
| Per hour: | 07/01/2023 | 06/01/2024 |
| Insulator | \$ 59.25 | + \$ 2.50 |
| Discomfort & Additional Training** | 62.31 | + \$ 2.50 |
| Fire Stop Work* | 31.77 | + \$ 2.50 |

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|----------------------------------|----------|
| Journeyworker | \$ 37.35 |
| Discomfort & Additional Training | 39.39 |
| Fire Stop Work: Journeyworker | 19.03 |

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 31.77 | \$ 37.26 | \$ 42.76 | \$ 48.26 |

Discomfort & Additional Training Apprentices:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 33.30 | \$ 39.09 | \$ 44.90 | \$ 50.71 |

Supplemental Benefits paid per hour:

Insulator Apprentices:

| | |
|----------|----------|
| 1st term | \$ 19.03 |
| 2nd term | 22.69 |
| 3rd term | 26.36 |
| 4th term | 30.03 |

Discomfort & Additional Training Apprentices:

| | |
|----------|----------|
| 1st term | \$ 20.06 |
| 2nd term | 23.92 |
| 3rd term | 27.78 |
| 4th term | 31.66 |

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

| | 07/01/2023 | 07/01/2024 Additional | 07/01/2025 Additional | 07/01/2026 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 |

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

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|------------|----------|
| Journeyman | \$ 43.47 |
|------------|----------|

OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

| | 1st yr | 2nd yr | 3rd yr | 4th yr |
|-----------|----------|----------|----------|----------|
| 1st Shift | \$ 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

11/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

| | 07/01/2023 | 06/01/2024 | 06/01/2025 Additional | 06/01/2026 Additional |
|---------|------------|------------|--------------------------|--------------------------|
| 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 |

11-17tox B

Laborer - Building **11/01/2023**

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

| | 07/01/2023 | 06/01/2024 |
|-----------|------------|------------|
| GROUP # 1 | \$ 39.00* | + \$ 2.00 |
| GROUP # 2 | 41.35* | + \$ 2.00 |

*Subtract \$ 4.50 to calculate overtime premium

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 28.60

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE
 Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour: 07/01/2023

1000 Hour terms

| | |
|----------|----------|
| 1st term | \$ 28.08 |
| 2nd term | 31.90 |
| 3rd term | 35.72 |
| 4th term | 39.54 |

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms \$ 23.20

8-235

Laborer - Heavy&Highway **11/01/2023**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalars, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

| WAGES per hour | 07/01/2023 | 05/01/2024 |
|----------------|------------|------------|
| Group I: | \$ 48.05 | + \$ 2.25 |
| Group II: | 46.70 | + \$ 2.25 |
| Group III: | 46.30 | + \$ 2.25 |
| Group IV: | 45.95 | + \$ 2.25 |
| Group V: | 45.60 | + \$ 2.25 |
| Group V(A): | 39.25 | + \$ 2.25 |
| Group VI: | 47.60 | + \$ 2.25 |

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

SUPPLEMENTAL BENEFITS

| | |
|------------|------------|
| Per hour: | 07/01/2023 |
| Journeyman | \$ 28.05 |
| | 38.35* |

*Applies for contracting agency mandated irregular shift work

OVERTIME PAY

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

HOLIDAY

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

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

| | |
|----------|----------|
| 1st Term | \$ 28.08 |
| 2nd Term | 31.90 |
| 3rd Term | 35.72 |
| 4th Term | 39.54 |

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

| | |
|---------------------------------|----------|
| Supplemental Benefits per hour: | |
| All Terms | \$ 23.20 |

8-235h

Laborer - Heavy&Highway **11/01/2023**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown,Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION(Five feet or more outside of building foundation line)

| | | |
|------------------|------------|------------------------|
| WAGES:(per hour) | 07/01/2023 | 06/01/2024 |
| Class 3 | \$ 49.40 | Additional \$ 2.45* |

* To be allocated at a later date.

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 |
| Shift | 37.96 |

OVERTIME PAY

See (B, E, P, *R, **S, ***T, X) on OVERTIME PAGE

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.
 **For Saturday Holidays, Two and one Half Benefits for all hours worked.
 ***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

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

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 |

11-17tox HH

Laborer - Tunnel

11/01/2023

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

11/01/2023

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 | \$ 57.40 | \$ 58.90 |
| Crane, Crawler Backhoe | 57.40 | 58.90 |
| Cable Splicer | 63.14 | 64.79 |
| Certified Welder, 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:

| | |
|--|--|
| 07/01/2023 | 05/06/2024 |
| \$ 26.40 | \$ 26.90 |
| *plus 7% of the hourly wage paid | *plus 7% of the hourly wage paid |

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

6-1249a

Lineman Electrician - Teledata

11/01/2023

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 | \$ 5.70 | \$ 5.70 |
| | *plus 3% of the hourly wage paid | *plus 3% of the hourly wage paid | *plus 3% of the hourly wage paid |

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **11/01/2023**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.02)

| Per hour: | 07/01/2023 | 05/06/2024 |
|-------------------------|------------|------------|
| Lineman, Technician | \$ 50.60 | \$ 51.82 |
| Crane, Crawler Backhoe | 50.60 | 51.82 |
| Certified Welder | 53.13 | 54.41 |
| Digging Machine | 45.54 | 46.64 |
| Tractor Trailer Driver | 43.01 | 44.05 |
| Groundman, Truck Driver | 40.48 | 41.46 |
| Equipment Mechanic | 40.48 | 41.46 |
| Flagman | 30.36 | 31.09 |

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

| | |
|-----------|---|
| 1ST SHIFT | 8:00 AM TO 4:30 PM REGULAR RATE |
| 2ND SHIFT | 4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3% |
| 3RD SHIFT | 12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4% |

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 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) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.
 Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

| | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
| 60% | 65% | 70% | 75% | 80% | 85% | 90% |

SUPPLEMENTAL BENEFITS per hour:

| | |
|----------------------------------|----------------------------------|
| 07/01/2023 | 05/06/2024 |
| \$ 26.40 | \$ 26.90 |
| *plus 7% of the hourly wage paid | *plus 7% of the hourly wage paid |

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

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

11/01/2023

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

| | | |
|--------------------|------------|------------|
| Per hour: | 07/01/2023 | 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 | \$ 10.48 |
| | *plus 4.5% of the hourly wage paid | *plus 4.5% of the hourly wage paid |

* The 3% 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 **11/01/2023**

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 | | | | | | | |
| 750 hour terms at the following 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 |

Supplemental Benefits per hour:

| | | | | | | | |
|------------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2023 | | | | | | | |
| 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 Hour:

| | | | | | | | |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|----------|
| 750 hour terms at the following wage. | | | | | | | |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 0- 3000 | 3001- 3750 | 3751- 4500 | 4501- 5250 | 5251- 6000 | 6001- 6750 | 6751- 7500 | 7500+ |
| \$ 26.60 | \$ 39.82 | \$ 43.13 | \$ 46.45 | \$ 49.78 | \$ 53.64 | \$ 59.95 | \$ 63.12 |

Supplemental Benefits Per 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 |

9-7/4

Mason - Building **11/01/2023**

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5du-b

Mason - Building

11/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

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

Building: Additional Additional

| | | | |
|--|----------|---------|---------|
| Tile, Marble,& Terrazzo Mechanic/Setter | \$ 57.29 | \$ 0.64 | \$ 0.64 |
|--|----------|---------|---------|

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker: \$ 23.06*
 + \$7.68

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:
 (Counties of Orange & Putnam)

750 hour terms at the following wage rate:

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 1- | 751- | 1501- | 2251- | 3001- | 3751- | 4501- | 5251- | 6001- | 6751- |
| | 750 | 1500 | 2250 | 3000 | 3750 | 4500 | 5250 | 6000 | 6750 | 7500 |
| 07/01/2023 | \$21.70 | \$26.66 | \$33.75 | \$38.69 | \$42.25 | \$45.70 | \$49.29 | \$54.23 | \$57.09 | \$61.25 |

Supplemental Benefits per hour:
 (Counties of Orange & Putnam)

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2023 | \$12.55* | \$12.55* | \$15.36* | \$15.36* | \$16.36* | \$17.86* | \$18.86* | \$18.86* | \$16.86* | \$22.11* |
| | +\$0.73 | +\$0.78 | +\$0.88 | +\$0.88 | +\$1.37 | +\$1.42 | +\$1.83 | +\$1.88 | +\$6.03 | +\$6.61 |

Wages per hour:
 (Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 1- | 751- | 1501- | 2251- | 3001- | 3751- | 4501- | 5251- | 6001- | 6751- |
| | 750 | 1500 | 2250 | 3000 | 3750 | 4500 | 5250 | 6000 | 6750 | 7500 |
| 07/01/2023 | \$19.83 | \$23.92 | \$25.89 | \$29.98 | \$32.74 | \$36.32 | \$39.61 | \$42.71 | \$44.31 | \$47.73 |

Supplemental Benefits per hour:
 (Counties of Dutchess, Sullivan, Ulster)

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2023 | \$12.55* | \$12.55* | \$14.66* | \$14.66* | \$15.60* | \$16.16* | \$16.66* | \$17.66* | \$15.66* | \$20.41* |
| | +\$0.65 | +\$0.69 | +\$0.74 | +\$0.78 | +\$1.15 | +\$1.19 | +\$1.53 | +\$1.57 | +\$6.09 | +\$6.18 |

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

9-7/52B

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour: 07/01/2023 12/04/2023 06/03/2024

Building Additional Additional

Tile, Marble, &
Terrazzo Finisher \$ 47.06 \$ 0.55 \$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour \$ 20.16*
+ \$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 - Heavy&Highway

11/01/2023

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

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- 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

Operating Engineer - Building

11/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2023

Building Construction:

| | |
|----------------|----------|
| Party Chief | \$ 77.39 |
| Instrument Man | 61.25 |
| Rodman | 41.39 |

Steel Erection:

| | |
|----------------|-------|
| Party Chief | 80.16 |
| Instrument Man | 63.60 |
| Rodman | 44.23 |

Heavy Construction-NYC counties only:
 (Foundation, Excavation.)

| | |
|----------------|-------|
| Party Chief | 85.74 |
| Instrument man | 64.40 |
| Rodman | 54.90 |

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

| | |
|-----------------------|--------------------|
| Building Construction | \$ 28.04* +\$ 7.65 |
| Steel Erection | 28.64* +\$ 7.65 |
| Heavy Construction | 28.85* +\$ 7.64 |

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:
 21.19

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

11/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

| | 07/01/2023 | 03/04/2024 |
|----------------------------|------------|------------|
| GROUP I | | |
| Cranes- up to 49 tons | \$ 66.23 | \$ 67.43 |
| Cranes- 50 tons to 99 tons | 68.53 | 69.77 |
| Cranes- 100 tons and over | 78.21 | 79.64 |
| GROUP I-A | 58.01 | 59.04 |
| GROUP I-B | 53.48 | 54.41 |
| GROUP II | 55.98 | 56.97 |
| GROUP III-A | 53.94 | 54.88 |
| GROUP III-B | 51.35 | 52.25 |
| GROUP IV-A | 53.40 | 54.33 |
| GROUP IV-B | 45.17 | 45.94 |
| GROUP V | 48.69 | 49.53 |
| Group VI-A | 56.96 | 57.96 |
| GROUP VI-B | | |
| Utility Man | 46.21 | 47.00 |
| Warehouse Man | 48.52 | 49.26 |

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.
 Loader operators over 5 cubic yard capacity additional .50 per hour.
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|---------------|----------|----------|
| Journeyworker | \$ 31.57 | \$ 32.32 |
|---------------|----------|----------|

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Building

11/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

*** In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

| | 07/01/2023 | 07/01/2024 |
|-----------|------------|------------|
| Class A1* | \$ 50.93 | \$ 53.11 |
| Class A | 50.44 | 52.62 |
| Class B | 49.42 | 51.60 |
| Class C | 46.52 | 48.70 |

(*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

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 | 07/01/2024 |
|------------|------------|------------|
| Journeyman | \$ 31.30 | \$32.40 |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

| | 07/01/2023 | 07/01/2024 |
|-----------|------------|------------|
| All terms | \$ 26.60 | \$27.70 |

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

| WAGES: Per hour: | 07/01/2023 | 03/04/2024 |
|--|------------|------------|
| Group I | \$ 67.27 | \$ 68.63 |
| Group I-A | 59.26 | 60.42 |
| Group I-B | 62.46 | 63.70 |
| Group II-A | 56.74 | 57.84 |
| Group II-B | 58.52 | 59.67 |
| Group III | 55.74 | 56.81 |
| Group IV | 50.63 | 51.57 |
| Group IV-B | 43.43 | 44.19 |
| Group V | | |
| Engineer All Tower, Climbing and | | |
| Cranes of 100 Tons | 76.24 | 77.82 |
| Hoist Engineer(Steel) | 69.01 | 70.41 |
| Engineer(Pile Driver) | 73.61 | 75.13 |
| Jersey Spreader, Pavement Breaker (Air | | |
| Ram)Post Hole Digger | 58.06 | 59.19 |

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

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:

| | | |
|----------------|--|--|
| Journeyworker: | \$ 33.75 up to 40 Hours | \$ 34.85 up to 40 hours |
| | After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked | After 40 hours \$ 25.55* PLUS \$ 1.25 on all hours worked |

*This amount is subject to premium

OVERTIME PAY

See (B, E, P, *R, **U) on OVERTIME PAGE

HOLIDAY

Paid:..... See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

| | | |
|---------------------------------|----------|----------|
| 1st term | \$ 29.63 | \$ 30.21 |
| 2nd term | 35.56 | 36.25 |
| 3rd term | 41.48 | 42.30 |
| 4th term | 47.41 | 48.34 |
| Supplemental Benefits per hour: | | |
| | 25.70 | 26.85 |

8-137HH

Operating Engineer - Heavy&Highway

11/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A1*: All Cranes

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

| | 07/01/2023 | 07/01/2024 |
|-----------|------------|------------|
| Class A1* | \$55.63 | 57.90 |
| Class A | 52.63 | 54.90 |
| Class B | 51.72 | 53.99 |
| Class C | 49.15 | 51.42 |

(*) TONNAGE RATING PREMIUMS:

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00
- Cranes from 65-110 tons, A1 rate plus \$1.50
- Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

- Tower Cranes, A1 rate plus \$3.00
- Cranes in Luffer Configuration, A1 rate plus \$5.00
- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

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 | 07/01/2024 |
| Journeyman | \$ 31.50 | \$ 32.60 |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

| | | |
|---------------------------------------|------------|------------|
| Supplemental Benefits per hour worked | 07/01/2023 | 07/01/2024 |
| All Terms | \$ 26.25 | \$27.10 |

1-158H/H Alb

Operating Engineer - Heavy&Highway

11/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party
 Instrument Man - One who runs the instrument and assists Party Chief
 Rodman - One who holds the rod and in general, assists the Survey Crew
 Categories cover GPS & Underground Surveying

| | |
|----------------|------------|
| Per Hour: | 07/01/2023 |
| Party Chief | \$ 81.72 |
| Instrument Man | 61.43 |
| Rodman | 52.40 |

SUPPLEMENTAL BENEFITS

| | |
|----------------------------------|--------------------|
| Per Hour: | 07/01/2023 |
| All Categories Straight Time: | \$ 25.25* + \$7.64 |
| Premium: Time & 1/2 | \$ 37.88* + \$7.64 |
| Double Time | \$ 50.50* + \$7.64 |

Non-Worked Holiday Supplemental Benefits:
 \$ 21.19

OVERTIME PAY

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

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

11/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

| | 07/01/2023 | 03/04/2024 |
|------------|------------|------------|
| GROUP I | \$ 67.27 | \$ 68.63 |
| GROUP I-A | 59.26 | 60.42 |
| GROUP I-B | 62.46 | 63.70 |
| GROUP II-A | 56.74 | 57.84 |
| GROUP II-B | 58.52 | 59.67 |
| GROUP III | 55.74 | 56.81 |
| GROUP IV-A | 50.63 | 51.57 |

| | | |
|----------------------|-------|-------|
| GROUP IV-B | 43.43 | 44.19 |
| GROUP V-A | | |
| Engineer-Cranes | 76.24 | 77.82 |
| Engineer-Pile Driver | 73.61 | 75.13 |
| Hoist Engineer | 69.01 | 70.41 |
| Jersey Spreader/Post | | |
| Hole Digger | 58.06 | 59.19 |

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

| | |
|---|---|
| \$ 33.75 up to 40 hours | \$ 34.85 up to 40 hours |
| After 40 hours \$24.50 plus \$1.25 on all hours worked | After 40 hours \$25.55 plus \$1.25 on all hours worked |

OVERTIME PAY

See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

| | | |
|----------|----------|----------|
| 1st term | \$ 29.63 | \$ 30.21 |
| 2nd term | 35.56 | 36.25 |
| 3rd term | 41.48 | 42.30 |
| 4th term | 47.41 | 48.34 |

Supplemental Benefits per hour:

| | | |
|-----------|----------|----------|
| All terms | \$ 25.70 | \$ 26.85 |
|-----------|----------|----------|

8-137Tun

Operating Engineer - Marine Dredging

11/01/2023

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

| | | |
|---|------------|------------|
| Per Hour: | 07/01/2023 | 10/01/2023 |
| CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more. | \$ 43.94 | \$ 45.26 |
| CLASS A2 | 39.16 | 40.33 |

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer
 Dozer, Front Loader Prevailing Wage in locality where work
 Operator on Land is being performed including benefits.

| | | |
|---|-------|-------|
| CLASS B1 | 38.00 | 39.14 |
| 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 | | |

| | | |
|------------------|-------|-------|
| CLASS B2 | 35.77 | 36.84 |
| Certified Welder | | |

| | | |
|---|-------|-------|
| CLASS C1 | 34.79 | 35.83 |
| Drag Barge Operator, Steward, Mate, Assistant Fill Placer | | |

| | | |
|---------------|-------|-------|
| CLASS C2 | 33.67 | 34.68 |
| Boat Operator | | |

| | | |
|---|-------|-------|
| CLASS D | 27.97 | 28.81 |
| Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor | | |

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

| | | |
|-------------------|---|---|
| All Classes A & B | \$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63 | \$ 12.00 plus 6% of straight time wage, Overtime hours add \$ 0.63 |
|-------------------|---|---|

| | | |
|-------------|---|---|
| All Class C | \$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50 | \$ 11.75 plus 6% of straight time wage, Overtime hours add \$ 0.50 |
|-------------|---|---|

| | | |
|-------------|---|---|
| All Class D | \$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38 | \$ 11.60 plus 6% of straight time wage, Overtime hours 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 - Survey Crew

11/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

| | |
|-------------------|----------|
| Party Chief | \$ 48.97 |
| Instrument Person | 44.99 |
| Rod Person | 33.37 |

Additional \$3.00/hr. for Tunnel Work
Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

| | |
|------------|----------|
| Journeyman | \$ 28.90 |
|------------|----------|

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE
*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

| | |
|-----------|-----|
| 0-1000 | 60% |
| 1001-2000 | 70% |
| 2001-3000 | 80% |

SUPPLEMENTAL BENEFIT per hour worked:

| | |
|-----------|------------------------|
| 0-1000 | \$ 20.68 / PHP \$17.53 |
| 1001-2000 | 23.70 / " 19.95 |
| 2001-3000 | 26.73 / " 22.43 |

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer **11/01/2023**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 12**

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

| | |
|-------------------|----------|
| Party Chief | \$ 48.97 |
| Instrument Person | 44.99 |
| Rod Person | 33.37 |

Additional \$3.00/hr. for Tunnel Work.
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.90

OVERTIME PAY

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

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

| | |
|-----------|-----|
| 0-1000 | 60% |
| 1001-2000 | 70% |
| 2001-3000 | 80% |

SUPPLEMENTAL BENEFIT per hour worked:

| | |
|-----------|------------------------|
| 0-1000 | \$ 20.68 / PHP \$17.53 |
| 1001-2000 | \$ 23.70 / " 19.95 |
| 2001-3000 | \$ 26.73 / " 22.43 |

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Survey Crew - Consulting Engineer

11/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2023

Survey Classifications

| | |
|----------------|----------|
| Party Chief | \$ 47.15 |
| Instrument Man | 39.30 |
| Rodman | 34.35 |

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.15

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Tunnel

11/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

| Per hour: | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|-----------|------------|------------|------------|
| CLASS A | \$ 53.52 | \$ 55.91 | \$ 58.44 |
| CLASS B | 52.30 | 54.69 | 57.22 |
| CLASS C | 49.51 | 51.90 | 54.43 |
| CLASS D | 46.50 | 48.89 | 51.42 |

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

| | | | |
|---------|----------|----------|----------|
| Crane 1 | \$ 57.52 | \$ 59.91 | \$ 62.44 |
| Crane 2 | 56.52 | 58.91 | 61.44 |
| Crane 3 | 55.52 | 57.91 | 60.44 |

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|----------|----------|----------|
| \$ 24.20 | \$ 25.05 | \$ 25.90 |
| + 9.60* | + 9.85* | + 10.10* |

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

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

| | |
|----------|-----|
| 1st term | 60% |
| 2nd term | 65% |
| 3rd term | 70% |
| 4th term | 75% |

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

Painter

11/01/2023

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

| Per hour | 07/01/2023 | 07/01/2024 Additional |
|---------------------|------------|--------------------------|
| Brush/Paper Hanger | \$ 37.97 | + \$1.93* |
| Dry Wall Finisher | 37.97 | + \$1.93* |
| Lead Abatement | 37.97 | + \$1.93* |
| Sandblaster-Painter | 37.97 | + \$1.93* |
| Spray Rate | 38.97 | + \$1.93* |

(*) 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

| | |
|------------|----------|
| Journeyman | \$ 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 Journeyman'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 |

1-155

Painter - Bridge & Structural Steel

11/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

| | | |
|------------------|------------|------------|
| Bridge Painting: | 07/01/2023 | 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: | \$ 11.78 | \$ 12.43 |
| | + 30.85* | + 31.55* |

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

| | | |
|----------|----------|----------|
| 1st year | \$ 21.80 | \$ 22.40 |
| | + 4.04 | + 4.14 |
| 2nd year | \$ 32.70 | \$ 33.60 |
| | + 6.06 | + 6.21 |
| 3rd year | \$ 43.60 | \$ 44.80 |
| | + 8.08 | + 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

Painter - Line Striping **11/01/2023**

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

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 |

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 |

8-1456-LS

Painter - Metal Polisher **11/01/2023**

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

| | |
|------------------|------------|
| | 07/01/2023 |
| Metal Polisher | \$ 38.18 |
| Metal Polisher* | 39.28 |
| Metal Polisher** | 42.18 |

*Note: Applies on New Construction & complete renovation

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

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, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

| | |
|------------|------------|
| | 07/01/2023 |
| 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

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

Supplemental benefits:

Per hour:

| | |
|----------|---------|
| 1st year | \$ 8.69 |
| 2nd year | 8.69 |
| 3rd year | 8.69 |

8-8A/28A-MP

Plumber

11/01/2023

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.
 Ulster: Entire county (including Walkkill 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:

Journeyworker: \$ 42.38

OVERTIME PAY

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

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 rates:

07/01/2023

| | |
|----------|----------|
| 1st year | \$ 21.80 |
| 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

11/01/2023

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 Walkkill 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

Plumber - Jobbing & Alterations **11/01/2023**

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

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:

| | |
|----------|----------|
| 1st year | \$ 11.45 |
| 2nd year | 13.46 |
| 3rd year | 17.51 |
| 4th year | 23.67 |
| 5th year | 25.68 |

Roofer

11/01/2023

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* | |

* This portion is not subjected to overtime premiums.

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

SUPPLEMENTAL BENEFITS

Per Hour: \$ 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 |
| | | + 3.16* | + 3.50* | + 4.20* | + 5.26 |
| Supplements: | | | | | |
| | 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

11/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

| | |
|-------------------|------------|
| | 07/01/2023 |
| SheetMetal Worker | \$ 47.00 |
| | + 3.60* |

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
 10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 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

11/01/2023

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

Journeyman \$ 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.

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 24.77 | \$ 27.53 | \$ 30.03 | \$ 32.78 | \$ 35.53 | \$ 38.29 | \$ 41.04 | \$ 43.79 | \$ 46.54 | \$ 49.30 |

Supplemental Benefits per hour

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 8.74 | \$ 8.74 | \$ 20.32 | \$ 20.32 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 |
| | | | | | | | | | 1-669.2 |

Teamster - Building / Heavy&Highway

11/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

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

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2023

| | |
|----------|----------|
| GROUP 1 | \$ 34.58 |
| GROUP 1A | 35.72 |
| GROUP 2 | 34.02 |
| GROUP 3 | 33.80 |
| GROUP 4 | 33.69 |
| GROUP 5 | 33.57 |
| GROUP 6 | 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

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

11/01/2023

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

11/01/2023

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

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

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:

Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building
2. Addition to Existing Structure
3. Heavy and Highway Construction (New and Repair)
4. New Sewer or Waterline
5. Other New Construction (Explain)
6. Other Reconstruction, Maintenance, Repair or Alteration
7. Demolition
8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- Construction (Building, Heavy
Highway/Sewer/Water)
- Tunnel
- Residential
- Landscape Maintenance
- Elevator maintenance
- Exterminators, Fumigators
- Fire Safety Director, NYC Only
- Fuel Delivery
- Guards, Watchmen
- Janitors, Porters, Cleaners,
Elevator Operators
- Moving furniture and
equipment
- Trash and refuse removal
- Window cleaners
- Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

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

NYSDOL Bureau of Public Work Debarment List 11/22/2023

Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|----------|--|--------------------------|--|----------------------|--------------------|
| DOL | DOL | ****5754 | 0369 CONTRACTORS, LLC | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| DOL | 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 F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | | ANGELO GARCIA | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| DOL | DOL | | ANGELO TONDO | | 449 WEST MOMBASHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | | ANITA SALERNO | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| 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 | NYC | ****8416 | BEAM CONSTRUCTION, INC. | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | DOL | | BERNARD BEGLEY | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | NYC | ****2113 | BHW CONTRACTING, INC. | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | ****3627 | BJB CONSTRUCTION CORP. | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | DOL | ****4512 | BOB BRUNO EXCAVATING, INC | | 5 MORNINGSIDE DR AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | BOGDAN MARKOVSKI | | 370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | 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 | ****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | ****4083 | C.P.D. ENTERPRISES, INC | | P.O BOX 281 WALDEN NY 12586 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | ****5161 | CALADRI DEVELOPMENT CORP. | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | DOL | ****3391 | CALI ENTERPRISES, INC. | | 1223 PARK STREET PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | CALVIN WALTERS | | 465 EAST THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | ****4155 | CASA BUILDERS, INC. | FRIEDLANDER CONSTRUCTION | 64 N PUTT CONNERS ROAD NEW PALTZ NY 12561 | 05/10/2023 | 05/10/2028 |

NYSDOL Bureau of Public Work Debarment List 11/22/2023

Article 8

| | | | | | | | |
|-----|-----|----------|---|-----------------------------|--|------------|------------|
| 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 | ****2524 | CSI ELECTRICAL & MECHANICAL INC | | 42-32 235TH ST DOUGLSTON NY 11363 | 01/14/2019 | 01/14/2024 |
| 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 | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| 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 | | 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 | | 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 KASSELIS | | 32 PENNINGTON AVE WALDWICK NJ 07463 | 05/30/2019 | 05/30/2024 |

NYS DOL Bureau of Public Work Debarment List 11/22/2023

Article 8

| | | | | | | | |
|-----|-----|----------|---|--------------|---|------------|------------|
| 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 | 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 | 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 | 10/25/2022 | 10/25/2027 |
| 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 |

NYS DOL Bureau of Public Work Debarment List 11/22/2023

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|-----|-----|----------|---|--|---|------------|------------|
| 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 | ****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 | | 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 | | 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 | ****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 | 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 | 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 | | MAREK FABIJANOWSKI | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | NYC | | MARIA NUBILE | | 84-22 GRAND AVENUE ELMHURST NY 11373 | 03/10/2020 | 03/10/2025 |
| DOL | 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 07751 | 04/10/2019 | 04/10/2024 |
| DOL | NYC | ****9926 | MILLENNIUM FIRE PROTECTION, LLC | | 325 W. 38TH STREET SUITE 204NEW YORK NY 10018 | 11/14/2019 | 11/14/2024 |
| DOL | NYC | ****0627 | MILLENNIUM FIRE SERVICES, LLC | | 14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | 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 |

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| 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 | DA | ****9786 | NATIONAL INSULATION & GC CORP | | 180 MILLER PLACE HICKSVILLE NY 11801 | 12/12/2018 | 12/12/2023 |
| DOL | NYC | | NAVIT SINGH | | 402 JERICO TURNPIKE NEW HYDE PARK NY 11040 | 08/10/2022 | 08/10/2027 |
| 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 CONSTRUCTION, INC. | 444 SCHANTZ ROAD ALLENTOWN PA 18104 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | ****5643 | NYC LINE CONTRACTORS, INC. | | 402 JERICO TURNPIKE NEW HYDE PARK NY 11040 | 08/10/2022 | 08/10/2027 |
| 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 |

NYSDOL Bureau of Public Work Debarment List 11/22/2023

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| DOL | DOL | ****2045 | SCOTT DUFFIE | DUFFIE'S ELECTRIC, INC. | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | | SCOTT DUFFIE | | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | 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 PAPANSTEFANOU, JR. A/K/A STEVE PAPANSTEFANOU, 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 | ****8209 | SYRACUSE SCALES, INC. | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | DOL | | TERRY THOMPSON | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | ****9733 | TERSAL CONSTRUCTION SERVICES INC | | 107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL CONTRACTORS, INC. | | 221 GARDNER RD P.O BOX 14POMPEI NY 13138 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL DEVELOPMENT CORP. | | 1935 TEALL AVENUE SYRACUSE NY 13206 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TEST | | P.O BOX 123 ALBANY NY 12204 | 05/20/2020 | 05/20/2025 |
| DOL | DOL | ****6789 | TEST1000 | | P.O BOX 123 ALBANY NY 12044 | 03/01/2021 | 03/01/2026 |
| DOL | DOL | ****5766 | THE COKER CORPORATION | COKER CORPORATION | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | ****5766 | THE COKER CORPORATION | COKER CORPORATION | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DA | ****1050 | TRI STATE CONSTRUCTION OF NY CORP. | | 50-39 175TH PLACE FRESH MEADOWS NY 11365 | 03/28/2022 | 03/28/2027 |
| 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 MOMBASHA 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 CONSTRUCTION | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |

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| DOL | NYC | | VICKRAM MANGRU | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | VICTOR ALICANTI | | 42-32 235TH ST DOUGLASTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | 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 |

Exhibit B

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"General Decision Number: NY20240007 09/27/2024

Superseded General Decision Number: NY20230007

State: New York

Construction Types: Building, Heavy and Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2024 |
| 1 | 02/09/2024 |
| 2 | 03/08/2024 |
| 3 | 04/05/2024 |
| 4 | 05/31/2024 |
| 5 | 07/05/2024 |
| 6 | 08/23/2024 |
| 7 | 08/30/2024 |
| 8 | 09/06/2024 |
| 9 | 09/27/2024 |

ASBE0040-003 05/01/2024

SULLIVAN AND ULSTER COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems..... | \$ 38.40 | 24.42 |
| Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems)..... | \$ 40.46 | 26.86 |

ASBE0091-002 05/29/2023

DUTCHESS AND ORANGE COUNTIES

| | Rates | Fringes |
|---|-------|---------|
| HAZARDOUS MATERIAL HANDLER Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of | | |

| | | |
|--|----------|-------|
| all insulation materials; whether they contain asbestos or not from mechanical systems..... | \$ 44.97 | 47.35 |
| Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)..... | \$ 44.97 | 47.35 |

BOIL0005-001 01/01/2024

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 67.38 | 49.33+a |

FOOTNOTE:

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

BRNY0005-001 06/01/2023

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER (BUILDING CONSTRUCTION) DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons..... | \$ 45.00 | 36.89 |
| ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons..... | \$ 45.89 | 37.45 |
| BRICKLAYER (HEAVY CONSTRUCTION) DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons..... | \$ 45.50 | 36.89 |
| ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons..... | \$ 46.39 | 37.45 |
| BRICKLAYER (HIGHWAY CONSTRUCTION) | | |

DUTCHESS, ORANGE
 (Excluding the town of
 Tuxedo), SULLIVAN and
 ULSTER COUNTIES
 Bricklayers, Cement
 Masons, Plasterers, Stone
 Masons.....\$ 45.50 36.89

CARP0279-005 07/01/2024

| | Rates | Fringes |
|---|----------|---------|
| Carpenters: | | |
| BUILDING CONSTRUCTION | | |
| Carpenters, Millwrights, Pile Drivers..... | \$ 43.50 | 30.22 |
| HEAVY & HIGHWAY CONSTRUCTION | | |
| Carpenters, Millwrights, Pile Drivers..... | \$ 43.50 | 30.22 |

CARP0740-002 07/01/2023

DUTCHESS AND ORANGE COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 46.00 | 42.66 |

CARP1556-005 07/01/2023

DUTCHESS AND ORANGE COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Diver Tender..... | \$ 53.57 | 55.31 |
| Diver..... | \$ 74.03 | 55.31 |
| Dock Builder & Piledrivermen..... | \$ 59.16 | 55.31 |

ELEC0363-001 04/01/2023

| | Rates | Fringes |
|--|----------|------------|
| ELECTRICIAN | | |
| DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES..... | | |
| | \$ 45.50 | 3%+37.67+a |
| ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES..... | | |
| | \$ 49.50 | 3%+37.67+a |

FOOTNOTE:

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

ELEC1249-002 05/01/2023

| | Rates | Fringes |
|---|----------|----------|
| ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS) | | |
| Flagman..... | \$ 30.36 | 7%+35.40 |
| Groundman (Digging Machine Operator)..... | \$ 45.54 | 7%+35.40 |
| Groundman (Truck Driver).... | \$ 40.48 | 7%+35.40 |
| Groundman Truck Driver (Tractor Trailer Unit)..... | \$ 43.01 | 7%+35.40 |
| Lineman and Technician..... | \$ 50.60 | 7%+38.40 |
| Mechanic..... | \$ 40.48 | 7%+35.40 |

PAID HOLIDAYS:

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

ELEC1249-004 05/01/2023

| | Rates | Fringes |
|--|----------|----------|
| ELECTRICIAN (Line Construction) | | |
| Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities : | | |
| Flagman..... | \$ 34.44 | 7%+35.40 |
| Groundman digging machine operator..... | \$ 51.66 | 7%+35.40 |
| Groundman truck driver | | |

| | | |
|---|----------|----------|
| (tractor trailer unit)..... | \$ 48.79 | 7%+35.40 |
| Groundman Truck driver..... | \$ 45.92 | 7%+35.40 |
| Lineman and Technician..... | \$ 57.40 | 7%+38.40 |
| Mechanic..... | \$ 45.92 | 7%+35.40 |
| Substation: | | |
| Cable Splicer..... | \$ 63.14 | 7%+38.40 |
| Flagman..... | \$ 34.44 | 7%+35.40 |
| Ground man truck driver.... | \$ 45.92 | 7%+35.40 |
| Groundman digging machine operator..... | \$ 51.66 | 7%+35.40 |
| Groundman truck driver (tractor trailer unit)..... | \$ 48.79 | 7%+35.40 |
| Lineman & Technician..... | \$ 57.40 | 7%+38.40 |
| Mechanic..... | \$ 45.92 | 7%+35.40 |
| Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation | | |
| Cable Splicer..... | \$ 64.59 | 7%+38.40 |
| Flagman..... | \$ 35.23 | 7%+35.40 |
| Groundman Digging Machine Operator..... | \$ 52.85 | 7%+35.40 |
| Groundman Truck Driver (tractor-trailer unit)..... | \$ 49.91 | 7%+35.40 |
| Groundman Truck Driver..... | \$ 46.98 | 7%+35.40 |
| Lineman & Technician..... | \$ 58.72 | 7%+38.40 |
| Mechanic..... | \$ 46.98 | 7%+35.40 |

FOOTNOTE:

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

ELEC1249-005 05/01/2023

SULLIVAN COUNTY

| | Rates | Fringes |
|---|----------|----------|
| ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.) | | |
| Flagman..... | \$ 29.59 | 7%+35.40 |
| Groundman (Digging Machine Operator)..... | \$ 44.39 | 7%+35.40 |
| Groundman (Truck Driver).... | \$ 39.46 | 7%+35.40 |
| Groundman Truck Driver (tractor trailer unit)..... | \$ 41.92 | 7%+35.40 |
| Lineman & Technician..... | \$ 49.32 | 7%+38.40 |
| Mechanic..... | \$ 39.46 | 7%+35.40 |

FOOTNOTE:

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

 ELEC1249-008 01/01/2024

| | Rates | Fringes |
|---|----------|----------|
| ELECTRICIAN (Line Construction) | | |
| TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT | | |
| Cable splicer..... | \$ 39.24 | 3%+5.70 |
| Groundman..... | \$ 19.74 | 3%+5.70 |
| Installer Repairman-Teledata Lineman/Technician-Equipment Operator..... | \$ 37.24 | 3%+5.70 |
| Tree Trimmer..... | \$ 31.45 | 3%+10.48 |

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

 ELEV0138-001 01/01/2024

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 70.15 | 37.885+a+b |

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| GROUP 1A..... | \$ 53.95 | 28.52+a |
| GROUP 1B..... | \$ 49.68 | 28.52+a |
| GROUP 2A..... | \$ 52.03 | 28.52+a |
| GROUP 3A..... | \$ 50.11 | 28.52+a |
| GROUP 3B..... | \$ 47.67 | 28.52+a |
| GROUP 4A..... | \$ 49.60 | 28.52+a |
| GROUP 4B..... | \$ 41.85 | 28.52+a |
| GROUP 5..... | \$ 45.17 | 28.52+a |
| GROUP 5A..... | \$ 56.63 | 28.52+a |
| GROUP 5B..... | \$ 42.83 | 28.52+a |
| GROUP 6..... | \$ 44.92 | 28.52+a |

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

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

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

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance

engineer; Lull hi lift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

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

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

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

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

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

or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

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

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

| | Rates | Fringes |
|---|----------|---------|
| Power Equipment Operator (HEAVY & HIGHWAY) | | |
| GROUP 1..... | \$ 58.54 | 28.15+a |
| GROUP 1-A..... | \$ 51.68 | 28.15+a |
| GROUP 1-B..... | \$ 54.42 | 28.15+a |
| GROUP 2-A..... | \$ 49.52 | 28.15+a |
| GROUP 2-B..... | \$ 51.05 | 28.15+a |
| GROUP 3..... | \$ 48.67 | 28.15+a |
| GROUP 4-A..... | \$ 44.29 | 28.15+a |
| GROUP 4-B..... | \$ 38.13 | 28.15+a |
| GROUP 5..... | \$ 54.69 | 28.15+a |
| GROUP 5-A-1..... | \$ 54.69 | 28.15+a |
| GROUP 5-A-2..... | \$ 66.22 | 28.15+a |
| GROUP 5-A-3..... | \$ 63.97 | 28.15+a |
| GROUP 5-A-4..... | \$ 60.03 | 28.15+a |
| GROUP 5-A-5..... | \$ 50.65 | 28.15+a |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable

Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

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

GROUP 2-B: Mechanic (outside) all types

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

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

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

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

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

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

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

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

NOTES:

Loader Operator (over 5 cu yds) .50
Shovel Operators (over 4 cu yd) 1.00
Hazmat premium over regular rate 20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

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

ENGI0158-006 07/01/2024

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

Rates Fringes

Power equipment operators:

| | | |
|-----------------|----------|-------|
| GROUP A(1)..... | \$ 53.11 | 32.58 |
| 1..... | \$ 49.06 | 30.74 |
| 2..... | \$ 50.06 | 30.74 |
| GROUP A..... | \$ 52.62 | 32.58 |
| GROUP B..... | \$ 51.60 | 32.58 |
| GROUP C..... | \$ 48.70 | 32.58 |

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

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP A(1): Crane Premiums

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

GROUP A: Shovel, All excavator (except tractor mounted

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

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

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

 * ENGI0158-018 07/01/2024

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

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| HEAVY & HIGHWAY | | |
| GROUP 1..... | \$ 54.90 | 32.45 |
| GROUP 2..... | \$ 53.99 | 32.45 |
| GROUP 3..... | \$ 51.42 | 32.45 |
| GROUP 4..... | \$ 60.90 | 32.45 |
| GROUP 5..... | \$ 59.40 | 32.45 |
| GROUP 6..... | \$ 57.90 | 32.45 |
| GROUP 7..... | \$ 57.01 | 32.45 |

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop

Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

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

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill

Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

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

 ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

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

NOTES:

Hazmat Premium 20%
 Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types);Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile

Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chopper with Boom, Trench Machines, Tunnel Boring Machines.

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

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

Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

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

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

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

ORANGE, ULSTER AND SULLIVAN COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| BUILDING CONSTRUCTION | | |
| STEEL ERECTION | | |
| GROUP 1..... | \$ 59.09 | 30.30 |
| GROUP 2..... | \$ 57.43 | 30.30 |
| GROUP 3..... | \$ 50.14 | 30.30 |
| GROUP 4..... | \$ 47.48 | 30.30 |
| GROUP 5..... | \$ 45.95 | 30.30 |
| GROUP 6..... | \$ 44.19 | 30.30 |
| GROUP 7..... | \$ 53.70 | 30.30 |
| BUILDING CONSTRUCTION TANK | | |
| ERECTION | | |
| GROUP 1..... | \$ 58.81 | 30.30 |
| GROUP 2..... | \$ 57.22 | 30.30 |
| GROUP 3..... | \$ 53.70 | 30.30 |
| GROUP 4..... | \$ 50.13 | 30.30 |
| GROUP 5..... | \$ 44.92 | 30.30 |
| OILSTATIC MAINLINES AND | | |
| TRANSPORTATION PIPE LINES | | |
| GROUP 1..... | \$ 51.20 | 30.30 |
| GROUP 2..... | \$ 49.55 | 30.30 |
| GROUP 3..... | \$ 47.41 | 30.30 |
| GROUP 4..... | \$ 45.91 | 30.30 |
| GROUP 5..... | \$ 44.19 | 30.30 |
| GROUP 6..... | \$ 53.13 | 30.30 |

NOTES:

| | |
|----------------------|-----|
| Hydrographic Premium | 50 |
| Hazmat Premium | 20% |
| Tunnel Premium | .75 |

STEEL ERECTION CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

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

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

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

TANK ERECTION CLASSIFICATIONS

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

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

GROUP 3: Helicopter Pilot Engineer.

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

GROUP 5: Oiler

FOOTNOTE:

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

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

| | |
|----------------------|-----|
| Hydrographic Premium | .50 |
| Hazmat Premium | 20% |
| Tunnel Premium | .75 |

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided

the Employee works one day in calendar week during which the holidays occurs.

 IRON0417-001 07/01/2023

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 42.38 | 50.95+a |

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

 * LAB0017-002 06/01/2023

| | Rates | Fringes |
|---|----------|---------|
| LABORER | | |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION) | | |
| GROUP 1..... | \$ 35.95 | 27.15 |
| GROUP 2..... | \$ 37.75 | 27.15 |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:) | | |
| GROUP 2..... | \$ 44.80 | 32.45+a |
| GROUP 3..... | \$ 49.40 | 32.45+a |
| ORANGE AND ULSTER COUNTIES (BUILDING CONSTRUCTION:) | | |
| GROUP 1..... | \$ 35.95 | 27.15 |
| GROUP 2..... | \$ 37.75 | 27.15 |
| GROUP 3..... | \$ 40.50 | 27.15 |
| ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY) | | |
| GROUP 1..... | \$ 40.80 | 32.45+a |
| GROUP 2..... | \$ 44.80 | 32.45+a |
| GROUP 3..... | \$ 49.40 | 32.45+a |
| GROUP 4..... | \$ 54.70 | 32.45+a |
| TUNNEL, SHAFT & CAISSON WORK | | |
| GROUP 1..... | \$ 48.05 | 29.50+a |

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender,

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

GROUP 2: Forklift for masonry purposes

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

BUILDING CLASSIFICATIONS

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

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

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand heavy duty crawler master type HCMZ

any drill using 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

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

HEAVY & HIGHWAY CLASSIFICATIONS

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

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

FOOTNOTE:

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

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

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

LAB00235-003 05/01/2016

DUTCHESS COUNTY

Rates Fringes

Laborers:

BUILDING CONSTRUCTION

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

LABORERS CLASSIFICATIONS (BUILDING)

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

GROUP 2: Hod carriers, plasterers' tenders, scaffold

builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LAB00235-005 05/01/2023

DUTCHESS COUNTY

| | Rates | Fringes |
|-----------------|----------|---------|
| Laborers: | | |
| HEAVY & HIGHWAY | | |
| GROUP 1..... | \$ 36.45 | 27.80+a |
| GROUP 2..... | \$ 42.80 | 27.80+a |
| GROUP 3..... | \$ 43.90 | 27.80+a |

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

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

FOOTNOTE:

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

PAIN0009-004 05/01/2024

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 49.00 | 55.75 |

PAIN0155-003 05/01/2021

| | Rates | Fringes |
|--------------------------|----------|---------|
| Painters: | | |
| Drywall Finishers..... | \$ 35.94 | 24.66 |
| Lead Abatement Work..... | \$ 35.94 | 24.66 |
| Painter/Paperhanger..... | \$ 35.94 | 24.66 |
| Spray Rate..... | \$ 36.94 | 24.66 |

PAIN0806-008 10/01/2023

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| PAINTER | | |
| Structural steel and Bridge. | \$ 56.00 | 54.33 |

PLUM0021-005 05/01/2024

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 59.35 | 43.61 |

PLUM0373-002 05/01/2024

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Plumber; Steamfitter..... | \$ 51.20 | 45.57 |
| REFRIGERATION MECHANIC..... | \$ 40.09 | 36.42 |

PLUM0373-003 05/01/2024

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

| | Rates | Fringes |
|---------------------------|----------|---------|
| Plumber; Steamfitter..... | \$ 51.20 | 45.57 |

ROOF0008-002 05/01/2024

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 48.50 | 38.87 |

SFNY0669-002 04/01/2024

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 53.34 | 30.77 |

SHEE0038-001 07/01/2024

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 53.22 | 46.20 |

TEAM0445-001 05/01/2023

| | Rates | Fringes |
|----------------|----------|---------|
| Truck drivers: | | |
| GROUP 1..... | \$ 34.58 | 44.59+a |
| GROUP 1A..... | \$ 35.72 | 44.59+a |
| GROUP 2..... | \$ 34.02 | 44.59+a |
| GROUP 3..... | \$ 33.80 | 44.59+a |
| GROUP 4..... | \$ 33.69 | 44.59+a |
| GROUP 5..... | \$ 33.57 | 44.59+a |

FOOTNOTE:

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

tractor trailers.

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION"

Exhibit C

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Mandatory State Revolving Fund Terms and Conditions

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

Identify Contract Type prior to Advertisement for Bid:

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

 - Non-Construction**
-

Effective October 1, 2023

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

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

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

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

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

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

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

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

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

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

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

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

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

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

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

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

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

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

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

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

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

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 (“Title VI”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A (“Title VII”) for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 (“Federal Affirmative Action Regulations”) for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 (“Section 504”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 (“Age Discrimination Act”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

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

II. Equal Employment Opportunities (EEO)

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

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

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

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

C. Request for Waiver

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

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

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

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

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

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

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

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

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

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

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

The Contractor hereby represents and warrants that:

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

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

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

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

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

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

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

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

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

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

SECTION 7 RESTRICTIONS ON LOBBYING

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

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

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

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

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

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

Instructions for Contractors & Service Providers:

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

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

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

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

Instructions for Minority Business Officers (MBO):

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

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

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

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

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

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

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

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

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

Attachment 2 – AIS Contractor’s Certification



Environmental Facilities Corporation

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

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

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

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.: _____
Recipient: _____
Project Description: _____

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
Contract ID: _____

Exhibit D

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Section 01 58 00 Specification for New York State Environmental Facilities Corporation Financing Signage

PART 1 GENERAL

1.1 SUMMARY

- A. This specification covers the fabrication and installation of a construction sign for facilities receiving funding from the New York State Environmental Facilities Corporation (EFC) through the Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Fund (DWSRF), New York State Water Infrastructure Improvement (WIIA) or Intermunicipal Grants (IMG) programs, Green Innovation Grant Program (GIGP), or Overflow and Stormwater Grants (OSG). Facilities receiving CWSRF or DWSRF funds made available through the federal Bipartisan Infrastructure Law (BIL) are required to post an additional BIL specific sign. See <https://www.epa.gov/invest/investing-america-signage>

1.2 RELATED SECTIONS

- A. None

1.3 SUBMITTALS

- A. Shop Drawings: In compliance with direction from the Owner, the Contractor shall prepare and submit a site plan and mock-up of temporary project signs.

PART 2 PRODUCTS

2.1 GENERAL

- A. The sign(s) shall be fabricated and erected within 21 days following the notice to proceed on the first contract at the facility and shall be maintained by site Contractors, as directed by the Owner, until final construction completion for all funded projects at the facility.
- B. For facilities with funding from multiple sources, the logos outlined below must be included on a single project sign including the text "Funded by", as approved by the funding agencies.

- C. There should be one project sign unless the facility is receiving CWSRF or DWSRF funds made available through BIL. If the project has multiple locations, one project sign centrally located as directed by the Owner is acceptable.

If project is receiving funds made available through BIL:
Facilities must also place a 72" (w) x 48" (h) Bipartisan Infrastructure Law sign. <https://www.epa.gov/system/files/documents/2023-04/WHITE%20Background%20Bipartisan%20Infrastructure%20Law%20Signage.pdf>

- D. The attached EFC Project Sign Schematic aligning with funding anticipated for this project shall be used when no other sign exists.

2.2 MATERIALS AND FABRICATION

- A. Sign Panel: The sign panel shall be constructed of 3/4" minimum thickness marine plywood rabbeted into a 2"x4" lumber frame or other such materials capable of withstanding typical weather conditions common to the project area. Use of recycled or recovered materials is encouraged.
- B. Fasteners: All fasteners used in the fabrication of the sign shall be rust-proof.
- C. Sign Supports: The sign shall be adequately supported and braced to remain in the proper positioning and alignment, including resistance to wind loads and toppling of the sign.
- E. Coating: All paint or exterior coverings used shall be exterior grade coating suitable for use on wood or the material of construction. The sign face background and sign back shall be white and consist of a minimum two coats of paint.
- F. Lettering and Emblem: The sign shall include the following logos in an aspect ratio consistent with other lettering on the sign but not less than a height of 2.0".
1. The EFC logo available at <https://efc.ny.gov/efc-logo-pdf>
 2. For DWSRF, DW WIIA, or DW IMG projects: The New York State Department of Health (DOH) logo available at <https://efc.ny.gov/efc-doh-logo>
 3. For CWSRF, OSG, and DWSRF projects: The EPA logo available at <https://efc.ny.gov/epa-logo>, consistent with the EPA

Logo & Seal Specifications for Signage Produced by EPA Assistance Agreement Recipients as outlined in https://www.epa.gov/sites/default/files/2015-01/documents/epa_logo_seal_specifications_for_infrastructure_grants.pdf

4. For CWSRF projects incorporate the following language:

This project is jointly funded by the New York State Clean Water State Revolving Fund and the U.S. Environmental Protection Agency. The CWSRF is administered by the New York State Environmental Facilities Corporation

5. For DWSRF projects incorporate the following language:

This project is jointly funded by the New York State Drinking Water State Revolving Fund and the U.S. Environmental Protection Agency. The DWSRF is administered by the New York State Environmental Facilities Corporation with its partner the New York State Department of Health

PART 3 EXECUTION

3.1 INSTALLATION

- A. The project sign shall be erected in the location and alignment, as directed by the Engineer or the Owner, with the bottom of the sign panel a minimum of five feet above existing grade.

3.2 MAINTENANCE

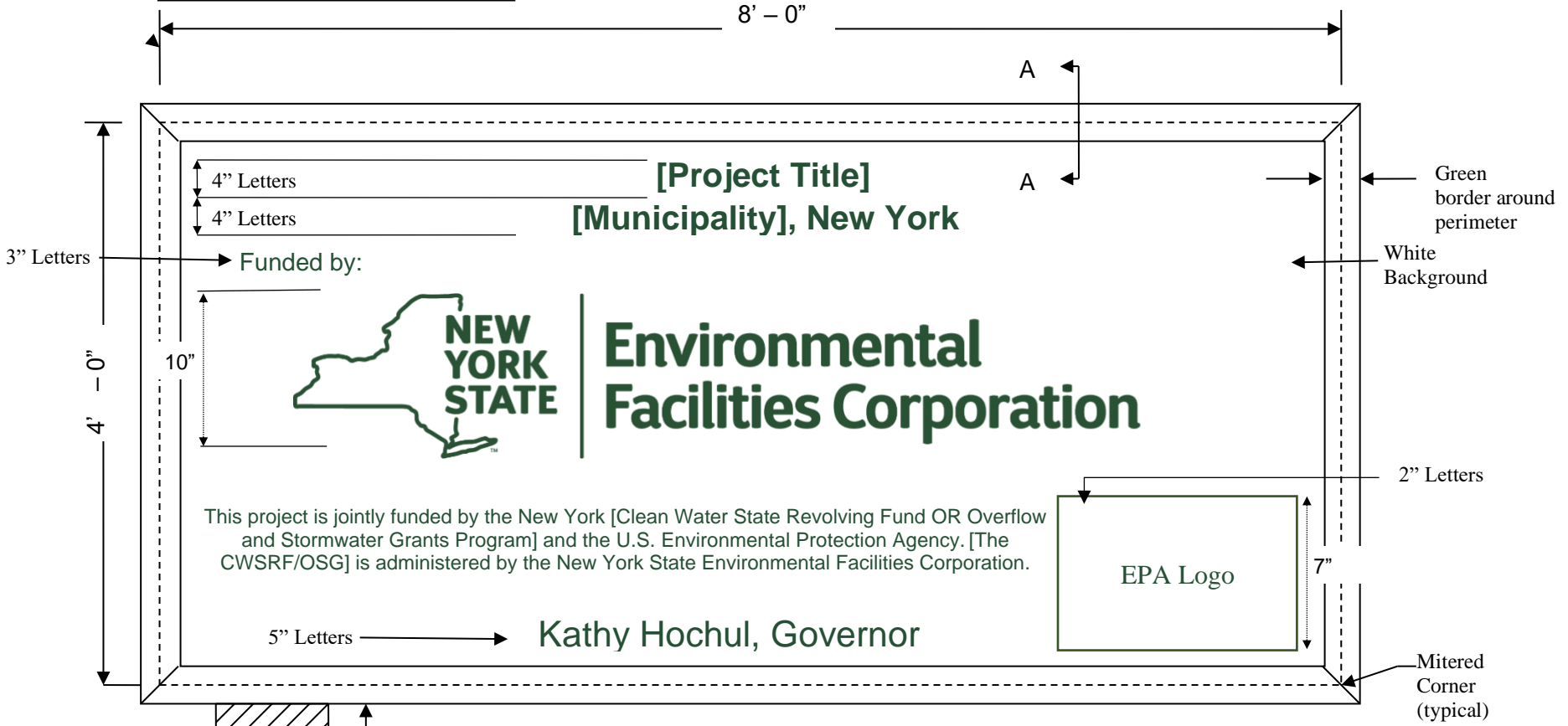
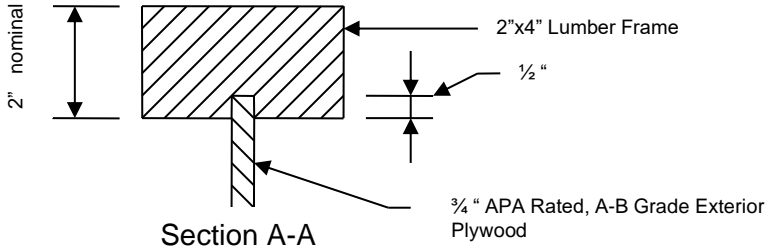
- A. The Contractor shall provide all materials required to maintain the sign in good condition throughout the duration of the work.
- B. Upon notification of the Owner, the Contractor shall remove the sign from the construction site.

End of Section

EFC CONSTRUCTION SIGN SCHEMATIC: CWSRF, GIGP or OSG

Note: All lettering shall be green based on the color specifications listed at right, except as noted. Font shall be Arial. Spacing between lines shall be 1" except as noted.

PANTONE
350 C
CMYK 80/21/79/64
RGB 44/82/52
HEX #2C5234



Construction Sign Elevation (Not to scale)

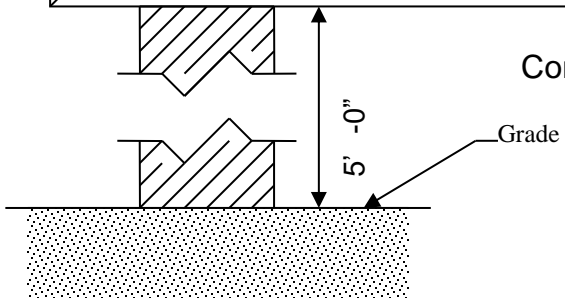


Exhibit E

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Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

February 19, 2024

Mr. Anthony Mantas
Delaware Engineering, DPC
28 Madison Avenue Extension
Albany, NY 12203
Ph. 518-452-1290 C. 856-668-6794
amantas@delawareengineering.com

RE: Hazardous Materials Survey Report
Pre-Renovation
Asbestos and Lead-Based Paint
Village of Rhinebeck Water Treatment Plant
76 Slate Dock Road
Rhinebeck, NY
Ambient Project Number: 231226AB

Dear Mr. Mantas:

Ambient Environmental, Inc. is pleased to submit the attached Hazardous Materials Survey Report for asbestos and lead-based paint at the above-referenced site. This report includes the procedures and methodologies followed, analytical laboratory results, and applicable conclusions and recommendations.

Ambient appreciates the opportunity to serve Delaware Engineering, DPC and we look forward to working with you in the future. In the meantime, if you have questions or comments regarding the information in this report or if we can be of further assistance please do not hesitate to contact us.

Sincerely,
Ambient Environmental, Inc.

C.D. Wolford
Operations Lead

David Crommie
Inspection Technician
Asbestos License # 23-6TUCF-SHAB

Enclosure



Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

HAZARDOUS MATERIALS SURVEY

Pre-Renovation

Asbestos and Lead-Based Paint

*Village of Rhinebeck Water Treatment Plant
76 Slate Dock Road
Rhinebeck, NY*

Survey Date(s): January 24 and February 5, 2024

Prepared for:

Mr. Anthony Mantas
Delaware Engineering, DPC
28 Madison Avenue Extension
Albany, NY 12203

Prepared by:

Ambient Environmental, Inc.
828 Washington Ave.
Albany, New York 12203

Ambient Project No. 231226AB

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ATTACHMENTS

- Attachment A Asbestos Results and Asbestos Laboratory Analysis Report with Chain of Custody Documentation
- Attachment B Lead-Based Paint Testing Results
- Attachment C Hazardous Material Location Drawings
- Attachment D Photographic Documentation
- Attachment E Company, Inspector and Laboratory Accreditations and Licenses

1.0 PURPOSE AND SCOPE OF SERVICES

The purpose of this project was to conduct a pre-renovation hazardous materials survey for asbestos, and lead-based paint (LBP), at Village of Rhinebeck Water Treatment Plant, 76 Slate Dock Road, Rhinebeck, NY (The Site). The building is approximately 6,700 SF. Survey included the ground floor and subfloor of the original building as well as the extension to the building on the ground floor. There is an abandoned hydropneumatics tank in the subfloor that had exterior sampling only, conducted. No exterior sampling was included in this survey. Ambient Environmental, Inc. (Ambient) provided the following services for Delaware Engineering, DPC (Client) in accordance with Ambient proposal number 2023-12-0733.

Conduct a representative Hazardous Materials Survey in the identified building, which includes:

- Survey the site building.
- Identify accessible suspect asbestos-containing materials (ACMs) that were not previously tested using limited destructive means.
- Quantify ACMs, including material condition and location.
- Collect and analyze bulk samples of suspect friable and non-friable materials to eliminate suspect materials as asbestos containing.
- Conduct a limited lead-based paint inspection of the building with a Viken Detection Pb200e Lead Paint Analyzer.

2.0 EXECUTIVE SUMMARY

The inspection was conducted by NYS licensed and AHERA trained asbestos inspectors and trained lead inspectors. The inspection involved visual examinations and sampling of suspect materials that may be impacted by planned renovation projects.

Inspection results revealed the following findings:

- **The renovation area does contain asbestos containing materials**
- **The renovation area does contain lead-based paint**

Please see attachments and specific report sections for sample locations, type of materials and analytical results.

3.0 ASBESTOS-CONTAINING MATERIALS SURVEY

Ambient performed an asbestos-containing material survey for planned renovations at the subject property. Ambient examined previous reports, if available, to determine if adequate sampling was performed in the work areas and collected additional samples that appeared to be deficient. New York State certified and AHERA trained asbestos inspectors conducted the asbestos survey of the area.

The building was visually inspected for the presence of any additional building materials in the path of renovation that are suspected to contain asbestos. Bulk samples of the newly identified suspect ACMs were collected and placed into individual containers for transport to a National Voluntary Laboratory Accreditation Program (NVLAP) and a New York State Department of Health Environmental Laboratory Approval Program (ELAP)-accredited laboratory for analysis. Materials visibly identified as non-asbestos (fibrous glass, foam rubber, wood, etc.) were not sampled. The asbestos survey consisted of three basic procedures: **1)** conducting a visual inspection of the structures; **2)** identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and **3)** sampling accessible, friable and non-friable suspect materials.

3.1 Sampling Protocol

3.1.1 Homogeneous Areas

Prior to collecting any samples, HAs were identified and listed to develop a sampling strategy. A homogeneous sampling area can be described as one or more areas of material that are similar in appearance and texture and that have the same installation date and function. The actual number of samples collected from each homogeneous sampling area may vary, based on the type of material and the professional judgment of the inspector.

3.1.2 Hazard Assessment Factors

From the list of suspect homogeneous materials, a physical assessment was performed for each material on the list. A physical assessment includes evaluating the condition, assessing the potential for disturbance, and determining the friability of each material. Friability is a term used to describe the ease in which a building material inherently lends itself to disturbance. By definition, “friable” materials are those that can be crumbled or reduced to powder by hand pressure when dry. Each material on the list was further classified into one of three categories, which have specific sampling requirements for each category.

Surfacing Materials: Refers to spray-applied or troweled surfaces such as plaster ceilings and walls, fireproofing, textured paints, textured plasters, and spray-applied acoustical surfaces.

Thermal System Insulation: Refers to insulation used to inhibit heat gain or loss on pipes, boilers, tanks, ducts, and various other building components.

Miscellaneous Materials: Refers to friable and non-friable products and materials that do not fit in any of the above two categories such as resilient floor covering, baseboards, mastics, adhesives, roofing material, caulking, glazing, and siding. This category also contains wallboard and ceiling tile.

All confirmed ACMs were then assessed by their condition as good (intact), fair (damaged) or poor (significantly damaged) per Title 40 Code of Federal Regulations Part 763. Material with localized significant damage was also assessed as poor when observed.

3.1.3 Sampling Strategy

The asbestos inspection was conducted according to New York State Department of Labor Industrial Code Rule 56 guidelines using a minimum number of samples collected from each HA, which also meets the sampling requirement found in 29 CFR 1926.1101.

Sample collection depends on the category that the HA falls into and the amount of material present, as follows:

| GUIDELINES FOR DETERMINING THE NUMBER OF SAMPLES TO TAKE | | |
|---|----------------|--|
| HA CATEGORY | HA SIZE | SAMPLES REQUIRED |
| Surfacing Materials | <1,000 SF | 3 |
| | 1,000-5,000 SF | 5 |
| | >5,000 SF | 7 or more |
| Thermal System Insulation | No Stipulation | 3+ (Must also sample all repair patches) |
| Miscellaneous Materials | No Stipulation | Per AHERA, these materials must be sampled "in a manner sufficient to determine whether or not they contain asbestos" typically 2-3 samples based upon inspector judgment. |

If the analytical results indicated that all the samples collected per HA did not contain asbestos, then the HA (material) would be considered a non-ACM. However, if the analytical results of one or more of the samples collected per HA indicate that asbestos is present in quantities of greater than 1 percent asbestos by weight (as defined by EPA), all of the HA (material) would be treated as an ACM regardless of any other analytical results. Material, which can visually be determined to be non-asbestos (i.e., fibrous glass, foam rubber, etc.) by the accredited inspector are not required to be sampled.

Miscellaneous materials require adequately representative sampling, which is typically done by collecting from two to three samples per material. Inspectors typically rely on other survey observations such as the condition, friability, and quantity of material to determine what would be a sufficient number of samples to accurately evaluate the presence or absence of asbestos content.

Actual collection of a bulk asbestos sample involves physically removing a small piece of material and placing it in a marked, airtight container. Sample containers are marked with a unique identification number, which is also noted in the field notes.

3.1.4 Laboratory Analytical Results

Samples were sent to AmeriSci New York in New York, New York for analysis. AmeriSci is fully accredited for bulk sample analysis under the Environmental Laboratory Approval Program (ELAP) administered by the New York State Department of Health, (ELAP# 11480). AmeriSci is also accredited by the National Voluntary Laboratory Accreditation Program (NVLAP No. 200546-0) for both air and bulk sampling.

- *Friable Samples* – Friable suspect asbestos containing material samples were analyzed utilizing Method EPA/600/R-93/116 with New York State ELAP 198.1 revision to facilitate compliance with both AHERA and the New York State Department of Health polarized light

microscopy (PLM) analytical techniques. All fibers observed were identified to determine whether or not they contained asbestos.

- *Non-Friable Samples* – Non-friable organically bound (NOB) suspect asbestos containing material samples were analyzed utilizing Method EPA/600/R-93/116 with New York State ELAP 198.6 and 198.4 revisions to facilitate compliance with both AHERA and the New York State Department of Health polarized light microscopy (PLM) and transmission electron microscopy (TEM) analytical techniques. These non-friable organically bound samples must be weighed to record initial sample weights, then subjected to muffle furnace and acid bath sample preparation to eliminate the organic constituents. If the remaining inorganic sample residue is 1% or less of the original sample weight, the sample is considered a non-asbestos containing material. If the remaining inorganic sample residue is greater than 1% of the original sample weight then the sample must be analyzed using either PLM or TEM analytical techniques to determine that the sample is an asbestos containing material (positive) or TEM to prove that the sample is a non-asbestos containing material (negative). A non-friable organically bound sample must be proven a non-asbestos containing material utilizing the NYS ELAP 198.4 TEM test method to be in compliance with the New York state Department of Health.

3.2 Asbestos Containing Material Results

The results of the asbestos survey conducted at the subject property can be found in Attachment A.

The building survey included limited destructive sampling for “hidden” materials. Therefore, the results of this survey may not be inclusive of all asbestos containing material that may be present in the pathway of demolition. If, during the course of renovation, any suspect material is discovered that is not listed on the table in Attachment A it must be treated as asbestos containing material and handled appropriately or sampled by an inspector and analyzed according to NYS and EPA regulations.

One (1) copy of the results of the building/structure asbestos survey shall be immediately transmitted by the building/structure owner as follows:

- One (1) copy of the completed asbestos survey shall be sent by the owner or their agent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under applicable State or local laws.
- The completed asbestos survey for controlled demolition (as per Subpart 56-11.5) or pre-demolition asbestos projects shall also be submitted to the appropriate Asbestos Control Bureau district office.
- The completed asbestos survey shall be kept on the construction site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling or repair project.

4.0 LEAD-BASED PAINT SURVEY

Ambient conducted a limited lead-based paint (LBP) investigation of building components which will be affected by proposed renovation work. The purpose of this investigation was to assess if building components contain actionable quantities of lead-based paint.

The U.S Environmental Protection Agency (EPA) and U.S. Department of Housing and Urban Development (HUD) has established a definition of lead-based paint as a paint or other surface coating that contains lead equal to or greater than 1.0 mg/cm² or 0.5% by weight (equivalent units are: 5,000 µg/g, 5,000 mg/kg, or 5,000 ppm by weight). Surface coatings include paint, shellac, varnish, or any other coating, including wallpaper, which covers painted surfaces. A limited inspection for lead-based paint using XRF instrumentation was conducted to determine if lead coated surfaces were affected. This inspection was not in full compliance with HUD guidelines.

4.1 Sampling Protocol

4.1.1 Methodology

Testing was performed using X-Ray Fluorescence in situ analysis (XRF) of painted construction materials. Ambient utilized the Pb200e analyzer manufactured by Viken Detection for this survey.

The Pb200e Lead Paint Analyzer is a complete lead paint analysis system that quickly, accurately, and non-destructively measures the concentration of LBP on surfaces. The Pb200e relies on the measurement of the K-shell X-rays to determine the amount of lead present in the painted surface. K-shell X-rays can penetrate many layers of paint and allow a measurement of the lead content of paint to be made without being significantly affected by the thickness or number of layers of paint on the surface of the sample.

The Pb200e has the ability to analyze and compute corrections for the differences in the energy spectrums relating to different substrates. This analysis of the energy spectrum means that the lead paint reading displayed on the instrument already accounts for any substrate effects and correction is not required by the operator. The Pb200e's field of view is limited to a depth of 3/8", deep enough to handle virtually all painted surfaces, but not prone to detect lead objects located behind the surface.

There are two measurement modes of operation in the Pb200e analyzer namely the "Action Level Mode" and the "Extended Reading Mode. In the "Action Level" mode, the analyzer automatically adjusts the measurement time to be the least time that is needed to make a definitive measurement with a 95% confidence level (2-sigma). The Pb200e analyzer will finish a measurement once the 2-sigma confidence level is achieved and the data is statistically meaningful. This time period for conclusive measurements is typically between 1 to 5 seconds, but can extend to a measurement of 60 seconds depending on the action level for abatement. Ambient utilized the Pb200e in the "Action Level" mode for the testing performed.

Upon arrival at the job site and once every four hours or after the day's paint testing work was completed, a "validation test" was performed to assure that the instrument was operating

properly. The “validation test” includes taking a series of three test measurements on the NIST Paint Film Standard (SRM No. 2579) as required by the instrument’s PCS. The individual readings and an average of the three readings were recorded and compared to the standards. In all cases the instrument was functioning within the standard deviation as defined by the manufacturer and the PCS. All validation readings are recorded in the XRF in the order in which they were taken at the site. If for any reason the XRF does not pass the quality control procedures, it is Ambient’s policy to replace that instrument with an XRF that passes the above criteria for calibration.

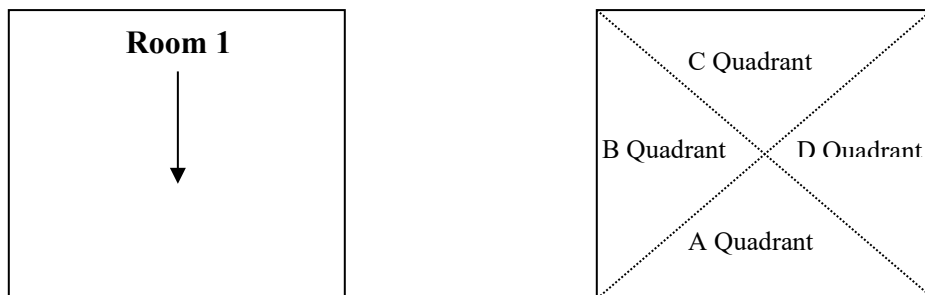
The parameters used to interpret XRF results are outlined in the HUD Guidelines and the Performance Characteristics Sheet (PCS) in Attachment B. According to the PCS, each XRF result is classified as positive for LBP if the result is greater than or equal to 1.0 mg/cm² or negative for LBP if the result is below 1.0 mg/cm².

When measurable amounts of lead are reported in the XRF result, the paint is classified by OSHA as a lead containing material.

4.1.2 Strategy

Location identifiers (reading numbers) were assigned to each room component. Each location sampled has a unique number. The associated sample results will be listed by room number, room location, room name, location in the space and description of material sampled. By convention a sample location is assigned a letter designator for each of the four walls. This divides the space into four equal quadrants, each quadrant consisting of a wall, portion of the floor and a portion of the ceiling. Please see Diagram 1. These letter designators are A, B, C and D. On the diagrams provided, the letter designators are marked for each of the quadrants. In this fashion the sampled space, location in the space and the description of the material sampled can be identified on the attached drawings and associated results table.

Diagram 1



4.2 Lead-Based Paint Results

The results of the lead-based paint survey conducted at the subject property can be found in Attachment B.

4.3 Recommendations

Any contractor disturbing a lead-based or lead containing paint is directed to comply with all applicable laws and regulations governing the disturbance of lead-based or lead containing materials including but not limited to *Occupational Safety and Health Administration (OSHA)* standards including *Construction Lead Standard 29 CFR 1926.62*. Air monitoring for employee exposures should be performed in accordance with the National Institute for Occupational Safety and Health (NIOSH) 7300 Method or equivalent. As an alternative to air monitoring, the contractor may provide objective data per 29 CFR 1926.62 Section (d)(3)(iv). The contractor shall employ work practices and controls to prevent the occurrence of lead contamination at the Site.

5.0 ASSUMPTIONS, LIMITATIONS, AND OTHER CONCERNS

The results, findings, conclusions, and recommendations expressed in this report are based only on conditions that were noted during the inspection of the subject property.

- Ambient's selection of sample locations and frequency of sampling was based on observations and the assumption that like materials in the same area are homogeneous in content.
- Refer to Section 1.0 Purpose and Scope of Services of this report to see clarification of survey locations that were in our scope of work.
- No electrical equipment, wiring, or other electrical components were inspected as the building power was live at the time of the survey. These systems may contain asbestos.
- The inside of ductwork, piping, boilers, and other building mechanical systems were not inspected as these systems are operational and inaccessible and complete destruction or disassembly is required to gain access. These items may contain asbestos. We did not notice any ducting or boilers, but we did encounter a large diameter pipe. These pipes were transferring potable and unpotable water and were active. We are assuming the piping has gaskets and that they are positive for asbestos.
- Although there was asbestos containing Thermal System Insulation (TSI) and pipe insulation found and identified, there may be additional TSI, or pipe insulation found in unseen cavities or wet walls. A reasonable attempt was made to identify all TSI without performing full demolition.
- Ambient inspected several cavities in walls where access was available but raw vermiculite insulation was not found during this inspection; however, vermiculite insulation may exist in concealed spaces in the building. Currently, there is no approved analytical methodology to confirm vermiculite as non-asbestos; therefore, it automatically must be contaminated with asbestos in New York State. If encountered during renovation it must be handled as an asbestos containing material. Please refer to this link for more information <http://www2.epa.gov/asbestos/protect-your-family-asbestos-contaminated-vermiculite-insulation>.
- Ambient noticed some elbows with residue fitting material on them. There was no debris on the ground or near the former fittings. Ambient counted the number of damaged fittings and intact fittings. About 40 intact fittings and about 10 residuals.

- This report reflects the conditions found at the date and time of the inspections. Conditions of the area may change due to external events or forces. Re-inspection of the area may be required prior to the start of any work if an extended period of time has passed or if disturbances have occurred.
- All locations on drawings are approximate and all quantities are estimated. Any contractor or other user of this report is required to physically visit the site to verify all measurements and confirm the quantities of materials to be removed, to be bid for removal, or for any other purpose.

All construction personnel, as well as individuals who have access to locations where ACM exists, should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel is adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

The report is designed to aid the building owner, architect, construction manager, general contractors, and potential asbestos or lead abatement contractors in locating ACM. Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Workplan.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This statement is in lieu of other statements either expressed or implied. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.

Ambient inspected and sampled materials, which were observable and accessible to the survey team. It is possible, however, that additional suspect materials may exist within interstitial spaces (i.e. underground chases, plenums, wall cavities, beneath pavement/asphalts pathways, etc.), which were not accessible or not made accessible and as a result, not noted in this report.

If questions arise regarding asbestos in materials/locations that were not tested by Ambient, then additional survey services should be procured to test these locations. Ambient makes no representation or warranty concerning the standards and specifications provided in applicable regulations. Any materials that have not been tested and/or found during future investigation must be assumed positive for asbestos, lead-based paint and/or PCB (if applicable).

ATTACHMENT A
ASBESTOS RESULTS AND ASBESTOS LABORATORY ANALYSIS REPORT
WITH CHAIN OF CUSTODY DOCUMENTATION

DELAWARE ENGINEERING, DPC
VILLAGE OF RHINEBECK WTP
76 SLATE DOCK ROAD
RHINEBECK, NY 12572
SUMMARY OF ASBESTOS SAMPLES AND ANALYSIS RESULTS

| Homogeneous Area Number | Bulk Sample ID Number | Sampled Material (T, S, M) | Sample Location | Friability (N/F)) | Condition (G, D, SD) | Quantity | Homogeneous Area | Asbestos Content (Type & %) |
|-------------------------|-----------------------|-----------------------------|---------------------|-------------------|----------------------|----------|------------------|-----------------------------|
| 001 | 01 | Blue Floor Tile (M) | Room 3 Lab | N | G | N/A | N/A | NAD |
| 001 | 02 | Blue Floor Tile (M) | Room 3 Lab | N | G | N/A | N/A | NAD |
| 002 | 01 | Black Floor Tile Mastic (M) | Room 3 Lab | N | G | N/A | N/A | NAD |
| 002 | 02 | Black Floor Tile Mastic (M) | Room 3 Lab | N | G | N/A | N/A | NAD |
| 003 | 01 | Architectural Block (M) | Room 1 Entrance | F | G | N/A | N/A | NAD |
| 003 | 02 | Architectural Block (M) | Room 1 Entrance | F | G | N/A | N/A | NAD |
| 004 | 01 | White Floor Tile (M) | Room 3 Lab | N | G | N/A | N/A | NAD |
| 004 | 02 | White Floor Tile (M) | Room 3 Lab | N | G | N/A | N/A | NAD |
| 005 | 01 | White Floor Tile Mastic (M) | Room 3 Lab | N | G | N/A | N/A | NAD |
| 005 | 02 | White Floor Tile Mastic (M) | Room 3 Lab | N | G | N/A | N/A | NAD |
| 006 | 01 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | N/A | N/A | NAD |
| 006 | 02 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | N/A | N/A | NAD |
| 006 | 03 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | N/A | N/A | NAD |
| 006 | 04 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | N/A | N/A | NAD |
| 006 | 05 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | N/A | N/A | NAD |
| 006 | 06 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | N/A | N/A | NAD |
| 006 | 07 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | N/A | N/A | NAD |
| 007 | 01 | Epoxy Flooring Gray (S) | Room 9 Utility Room | N | G | N/A | N/A | NAD |
| 007 | 02 | Epoxy Flooring Gray (S) | Room 9 Utility Room | N | G | N/A | N/A | NAD |

DELAWARE ENGINEERING, DPC
VILLAGE OF RHINEBECK WTP
76 SLATE DOCK ROAD
RHINEBECK, NY 12572
SUMMARY OF ASBESTOS SAMPLES AND ANALYSIS RESULTS

| Homogeneous Area Number | Bulk Sample ID Number | Sampled Material (T, S, M) | Sample Location | Friability (N/F) | Condition (G, D, SD) | Quantity | Homogeneous Area | Asbestos Content (Type & %) |
|-------------------------|-----------------------|----------------------------|-----------------------------|------------------|----------------------|----------|------------------|-----------------------------|
| 007 | 03 | Epoxy Flooring Gray (S) | Room 9 Utility Room | N | G | N/A | N/A | NAD |
| 008 | 01 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | N/A | N/A | NAD |
| 008 | 02 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | N/A | N/A | NAD |
| 008 | 03 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | N/A | N/A | NAD |
| 008 | 04 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | N/A | N/A | NAD |
| 008 | 05 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | N/A | N/A | NAD |
| 009 | 01 | Architectural Mortar (M) | Room 1 Entrance | F | G | N/A | N/A | NAD |
| 009 | 02 | Architectural Mortar (M) | Room 1 Entrance | F | G | N/A | N/A | NAD |
| 010 | 01 | Block Wall (M) | Room 7 Addition | F | G | N/A | N/A | NAD |
| 010 | 02 | Block Wall (M) | Room 7 Addition | F | G | N/A | N/A | NAD |
| 011 | 01 | Block Wall Mortar (M) | Room 7 Addition | F | G | N/A | N/A | NAD |
| 011 | 02 | Block Wall Mortar (M) | Room 7 Addition | F | G | N/A | N/A | NAD |
| 012 | 01 | Drywall Ceiling (M) | Room 7 Addition | F | G | N/A | N/A | NAD |
| 012 | 02 | Drywall Ceiling (M) | Room 7 Addition | F | G | N/A | N/A | NAD |

DELAWARE ENGINEERING, DPC
VILLAGE OF RHINEBECK WTP
76 SLATE DOCK ROAD
RHINEBECK, NY 12572
SUMMARY OF ASBESTOS SAMPLES AND ANALYSIS RESULTS

| Homogeneous Area Number | Bulk Sample ID Number | Sampled Material (T, S, M) | Sample Location | Friability (N/F)) | Condition (G, D, SD) | Quantity | Homogeneous Area | Asbestos Content (Type & %) |
|-------------------------|-----------------------|----------------------------|-----------------------------|-------------------|----------------------|----------------------|--|-----------------------------|
| 013 | 01 | Tank Wrap (T) | Room 8 Basement Lower Level | F | G | 472 SF | Basement | 5.7% Chrysotile |
| 013 | 02 | Tank Wrap (T) | Room 8 Basement Lower Level | F | G | | | NA/PS |
| 013 | 03 | Tank Wrap (T) | Room 8 Basement Lower Level | F | G | | | NA/PS |
| 014 | 01 | Tank Insolation (T) | Room 8 Basement Lower Level | F | G | | | 4.5% Chrysotile |
| 014 | 02 | Tank Insolation (T) | Room 8 Basement Lower Level | F | G | | | NA/PS |
| 014 | 03 | Tank Insolation (T) | Room 8 Basement Lower Level | F | G | | | NA/PS |
| 015 | 01 | Lab Countertops (M) | Room 3 Lab | F | G | 720 SF | Laboratory | 33.3% Chrysotile |
| 015 | 02 | Lab Countertops (M) | Room 3 Lab | F | G | | | NA/PS |
| 016 | 01 | Mud Fitting (T) | Room 9 Utility Room | F | G | 40 EA 10 residual | Throughout Ground Level Of Original Building | 8.3% Chrysotile |
| 016 | 02 | Mud Fitting (T) | Room 2 Operating Floor | F | G | | | NA/PS |
| 016 | 03 | Mud Fitting (T) | Room 11 Chlorine Room | F | G | | | NA/PS |

(T=TSI; S=Surfacing; M=Misc)

NAD = No asbestos detected NA/PS = Not analyzed/positive stop

SF = Square Foot EA = Each

* Quantities are estimates only and should be field verified.

* Quantities and homogenous locations only reflect renovation areas and do not represent other areas throughout the building.

Note: Refer to Assumptions & Limitations Section of the Report.



AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: 2126798600 FAX: 2126793114

January 31, 2024

Ambient Environmental, Inc.
Attn: Joella Viscusi
828 Washington Avenue
Albany, NY 12203

RE: Ambient Environmental, Inc.
Job Number 224012728
P.O. #231226AB
231226AB; Delaware Engineering, DPC; Village Of Rhinebeck Water Treatment Plant - 76 Slate
Dock Road, Rhinebeck, NY - Water Treatment Plant - Interior Only

Dear Joella Viscusi:

Enclosed are the results of Asbestos Analysis - Bulk Protocol of the following Ambient Environmental, Inc. samples, received at AmeriSci on Friday, January 26, 2024, for a 5 day turnaround:

001-01, 001-02, 002-01, 002-02, 003-01, 003-02, 004-01, 004-02, 005-01, 005-02, 006-01, 006-02, 006-03, 006-04, 006-05, 006-06, 006-07, 007-01, 007-02, 007-03, 008-01, 008-02, 008-03, 008-04, 008-05, 009-01, 009-02, 010-01, 010-02, 011-01, 011-02, 012-01, 012-02, 013-01, 013-02, 013-03, 014-01, 014-02, 014-03, 015-01, 015-02, 016-01, 016-02, 016-03

The 44 samples, placed in Zip Lock Bag, were shipped to AmeriSci via Fed Ex. Ambient Environmental, Inc. requested ELAP PLM/TEM analysis of these samples.

The results of the analyses which were performed following ELAP Protocols 198.1 PLM Friable and/or 198.6 for PLM NOB. ELAP Protocol 198.4 TEM NOB guidelines are presented within the Summary Table of this report. The presence of matrix reduction data in the Summary Table normally indicates an NOB sample. For NOB samples the individual matrix reduction, combined PLM and TEM analysis results are listed in the Summary Bulk Asbestos Analysis Results in Table I. Complete PLM results for individual samples are presented in the PLM Bulk Asbestos Report. Samples near 1% asbestos may be analyzed by EPA 400 pt ct method (EPA 600-M4-82-020). This combined report relates ONLY to sample analysis expressed as percent composition by weight and percent asbestos. This report must not be used to claim product endorsement or approval by these laboratories, NVLAP, ELAP or any other associated agency. This report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

John P. Koubiadis
Asb. Mgr. | Authorized Signatory



AmeriSci New York

117 EAST 30TH ST.
 NEW YORK, NY 10016
 TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Ambient Environmental, Inc.
 Attn: Joella Viscusi
 828 Washington Avenue
 Albany, NY 12203

Date Received 01/26/24 **AmeriSci Job #** 224012728
Date Examined 01/30/24 **P.O. #**
ELAP # 11480 **Page** 1 of 8
RE: 231226AB; Delaware Engineering, DPC; Village Of Rhinebeck
 Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY -
 Water Treatment Plant - Interior Only

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|--|------------------|--|
| 001-01 001 | 224012728-01 Location: Room 3 Lab - Blue Floor Tile (M) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.9% | | | |
| 001-02 001 | 224012728-02 Location: Room 3 Lab - Blue Floor Tile (M) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10.3% | | | |
| 002-01 002 | 224012728-03 Location: Room 3 Lab - Black Floor Tile Mastic (M) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.6% | | | |
| 002-02 002 | 224012728-04 Location: Room 3 Lab - Black Floor Tile Mastic (M) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.9% | | | |
| 003-01 003 | 224012728-05 Location: Room 1 Entrance - Architectural Block (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Green, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100% | | | |

Client Name: Ambient Environmental, Inc.

PLM Bulk Asbestos Report

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck
Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY -
Water Treatment Plant - Interior Only

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|--|---|------------------|--|
| 003-02 003 | 224012728-06 Location: Room 1 Entrance - Architectural Block (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Green, Homogeneous, Non-Fibrous, Cementitious, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 100% | | | |
| 004-01 004 | 224012728-07 Location: Room 3 Lab - White Floor Tile (M) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 17.1% | | | |
| 004-02 004 | 224012728-08 Location: Room 3 Lab - White Floor Tile (M) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 13.1% | | | |
| 005-01 005 | 224012728-09 Location: Room 3 Lab - White Floor Tile Mastic (M) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 13% | | | |
| 005-02 005 | 224012728-10 Location: Room 3 Lab - White Floor Tile Mastic (M) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 10.6% | | | |
| 006-01 006 | 224012728-11 Location: Room 1 Entrance - Epoxy Flooring White (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 39.6% | | | |

See Reporting notes on last page

Client Name: Ambient Environmental, Inc.

PLM Bulk Asbestos Report

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck
 Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY -
 Water Treatment Plant - Interior Only

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|--|---|------------------|--|
| 006-02 006 | 224012728-12 Location: Room 1 Entrance - Epoxy Flooring White (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 33.4% | | | |
| 006-03 006 | 224012728-13 Location: Room 1 Entrance - Epoxy Flooring White (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 30.9% | | | |
| 006-04 006 | 224012728-14 Location: Room 1 Entrance - Epoxy Flooring White (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 32% | | | |
| 006-05 006 | 224012728-15 Location: Room 1 Entrance - Epoxy Flooring White (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 37.7% | | | |
| 006-06 006 | 224012728-16 Location: Room 1 Entrance - Epoxy Flooring White (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 36.8% | | | |
| 006-07 006 | 224012728-17 Location: Room 1 Entrance - Epoxy Flooring White (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 36.8% | | | |

Client Name: Ambient Environmental, Inc.

PLM Bulk Asbestos Report

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck
Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY -
Water Treatment Plant - Interior Only

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|--|---|------------------|--|
| 007-01 007 | 224012728-18 Location: Room 9 Utility Room - Epoxy Flooring Gray (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39.7% | | | |
| 007-02 007 | 224012728-19 Location: Room 9 Utility Room - Epoxy Flooring Gray (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39.6% | | | |
| 007-03 007 | 224012728-20 Location: Room 9 Utility Room - Epoxy Flooring Gray (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 38.1% | | | |
| 008-01 008 | 224012728-21 Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 46% | | | |
| 008-02 008 | 224012728-22 Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 50.4% | | | |
| 008-03 008 | 224012728-23 Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 44.4% | | | |

PLM Bulk Asbestos Report

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck
 Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY -
 Water Treatment Plant - Interior Only

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|------------------|--|
| 008-04 008 | 224012728-24 Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 41% | | | |
| 008-05 008 | 224012728-25 Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | No | NAD (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 48.3% | | | |
| 009-01 009 | 224012728-26 Location: Room 1 Entrance - Architectural Mortar (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 100% | | | |
| 009-02 009 | 224012728-27 Location: Room 1 Entrance - Architectural Mortar (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 100% | | | |
| 010-01 010 | 224012728-28 Location: Room 7 Addition - Block Wall (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 100% | | | |
| 010-02 010 | 224012728-29 Location: Room 7 Addition - Block Wall (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 100% | | | |

PLM Bulk Asbestos Report

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck
 Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY -
 Water Treatment Plant - Interior Only

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|--|------------------|---|
| 011-01 011 | 224012728-30 Location: Room 7 Addition - Block Wall Mortar (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 100% | | | |
| 011-02 011 | 224012728-31 Location: Room 7 Addition - Block Wall Mortar (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Non-fibrous 100% | | | |
| 012-01 012 | 224012728-32 Location: Room 7 Addition - Drywall Ceiling (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Brown/White, Homogeneous, Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Cellulose 20%, Non-fibrous 80% | | | |
| 012-02 012 | 224012728-33 Location: Room 7 Addition - Drywall Ceiling (M) | No | NAD (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Brown/White, Homogeneous, Fibrous, Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: Cellulose 20%, Non-fibrous 80% | | | |
| 013-01 013 | 224012728-34 Location: Room 8 Basement Lower Level - Tank Wrap (T) | Yes | 5.7% (by NYS ELAP 198.6) by Bo Sun on 01/30/24 |
| Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material | | | |
| Asbestos Types: Chrysotile 5.7 % | | | |
| Other Material: Non-fibrous 21.2% | | | |
| 013-02 013 | 224012728-35 Location: Room 8 Basement Lower Level - Tank Wrap (T) | | NA/PS |
| Analyst Description: Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: | | | |

Client Name: Ambient Environmental, Inc.

PLM Bulk Asbestos Report

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck
 Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY -
 Water Treatment Plant - Interior Only

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|--|------------------|--|
| 013-03 013 | 224012728-36 Location: Room 8 Basement Lower Level - Tank Wrap (T) | | NA/PS |
| Analyst Description: Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: | | | |
| 014-01 014 | 224012728-37 Location: Room 8 Basement Lower Level - Tank Insolation (T) | Yes | 4.5% (ELAP 400 PC) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Fibrous, Bulk Material | | | |
| Asbestos Types: Chrysotile 4.5 % | | | |
| Other Material: Fibrous glass 5%, Non-fibrous 90.5% | | | |
| 014-02 014 | 224012728-38 Location: Room 8 Basement Lower Level - Tank Insolation (T) | | NA/PS |
| Analyst Description: Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: | | | |
| 014-03 014 | 224012728-39 Location: Room 8 Basement Lower Level - Tank Insolation (T) | | NA/PS |
| Analyst Description: Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: | | | |
| 015-01 015 | 224012728-40 Location: Room 3 Lab - Lab Countertops (M) | Yes | 33.3% (by NYS ELAP 198.1) by Bo Sun on 01/30/24 |
| Analyst Description: Black/Gray, Homogeneous, Fibrous, Cementitious, Bulk Material | | | |
| Asbestos Types: Chrysotile 33.3 % | | | |
| Other Material: Non-fibrous 66.7% | | | |
| 015-02 015 | 224012728-41 Location: Room 3 Lab - Lab Countertops (M) | | NA/PS |
| Analyst Description: Bulk Material | | | |
| Asbestos Types: | | | |
| Other Material: | | | |

Client Name: Ambient Environmental, Inc.

PLM Bulk Asbestos Report

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck
 Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY -
 Water Treatment Plant - Interior Only

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|--|------------------|---|
| 016-01 016 | 224012728-42 Location: Room 9 Utility Room - Mud Fitting (T) | Yes | 8.3% (ELAP 400 PC) by Bo Sun on 01/30/24 |
| Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 8.3 % Other Material: Non-fibrous 91.7% | | | |
| 016-02 016 | 224012728-43 Location: Room 2 Operating Floor - Mud Fitting (T) | | NA/PS |
| Analyst Description: Bulk Material Asbestos Types: Other Material: | | | |
| 016-03 016 | 224012728-44 Location: Room 11 Chlorine Room - Mud Fitting (T) | | NA/PS |
| Analyst Description: Bulk Material Asbestos Types: Other Material: | | | |

Reporting Notes:

Analyzed by: Bo Sun
 Date: 1/30/2024



Reviewed by: John P. Koubiadis



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Motic, Model BA310 Pol Scope, Microscope, Serial #: 1190000538, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

Client Name: Ambient Environmental, Inc.

Table I
Summary of Bulk Asbestos Analysis Results

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY - Water Treatment Plant - Interior Only

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|-------------------|--|---------|----------------------|--------------------------|--------------------------|------------------------------------|-------------------------|----------------------|
| 01 | 001-01 | 001 | 0.308 | 16.1 | 75.0 | 8.9 | NAD | NAD |
| | Location: Room 3 Lab - Blue Floor Tile (M) | | | | | | | |
| 02 | 001-02 | 001 | 0.257 | 15.6 | 74.2 | 10.3 | NAD | NAD |
| | Location: Room 3 Lab - Blue Floor Tile (M) | | | | | | | |
| 03 | 002-01 | 002 | 0.089 | 22.9 | 67.5 | 9.6 | NAD | NAD |
| | Location: Room 3 Lab - Black Floor Tile Mastic (M) | | | | | | | |
| 04 | 002-02 | 002 | 0.043 | 32.2 | 62.9 | 4.9 | NAD | NAD |
| | Location: Room 3 Lab - Black Floor Tile Mastic (M) | | | | | | | |
| 05 | 003-01 | 003 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 1 Entrance - Architectural Block (M) | | | | | | | |
| 06 | 003-02 | 003 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 1 Entrance - Architectural Block (M) | | | | | | | |
| 07 | 004-01 | 004 | 0.297 | 17.6 | 65.3 | 17.1 | NAD | NAD |
| | Location: Room 3 Lab - White Floor Tile (M) | | | | | | | |
| 08 | 004-02 | 004 | 0.218 | 15.1 | 71.7 | 13.1 | NAD | NAD |
| | Location: Room 3 Lab - White Floor Tile (M) | | | | | | | |
| 09 | 005-01 | 005 | 0.075 | 52.8 | 34.2 | 13.0 | NAD | NAD |
| | Location: Room 3 Lab - White Floor Tile Mastic (M) | | | | | | | |
| 10 | 005-02 | 005 | 0.071 | 23.5 | 65.9 | 10.6 | NAD | NAD |
| | Location: Room 3 Lab - White Floor Tile Mastic (M) | | | | | | | |
| 11 | 006-01 | 006 | 0.217 | 37.9 | 22.5 | 39.6 | NAD | NAD |
| | Location: Room 1 Entrance - Epoxy Flooring White (S) | | | | | | | |
| 12 | 006-02 | 006 | 0.275 | 35.6 | 31.0 | 33.4 | NAD | NAD |
| | Location: Room 1 Entrance - Epoxy Flooring White (S) | | | | | | | |
| 13 | 006-03 | 006 | 0.264 | 34.8 | 34.3 | 30.9 | NAD | NAD |
| | Location: Room 1 Entrance - Epoxy Flooring White (S) | | | | | | | |
| 14 | 006-04 | 006 | 0.188 | 37.4 | 30.6 | 32.0 | NAD | NAD |
| | Location: Room 1 Entrance - Epoxy Flooring White (S) | | | | | | | |
| 15 | 006-05 | 006 | 0.258 | 36.4 | 25.9 | 37.7 | NAD | NAD |
| | Location: Room 1 Entrance - Epoxy Flooring White (S) | | | | | | | |
| 16 | 006-06 | 006 | 0.252 | 34.4 | 28.8 | 36.8 | NAD | NAD |
| | Location: Room 1 Entrance - Epoxy Flooring White (S) | | | | | | | |

Client Name: Ambient Environmental, Inc.

Table I
Summary of Bulk Asbestos Analysis Results

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY - Water Treatment Plant - Interior Only

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|-------------------|--|---------|----------------------|--------------------------|--------------------------|------------------------------------|-------------------------|----------------------|
| 17 | 006-07 | 006 | 0.278 | 37.5 | 25.7 | 36.8 | NAD | NAD |
| | Location: Room 1 Entrance - Epoxy Flooring White (S) | | | | | | | |
| 18 | 007-01 | 007 | 0.242 | 53.4 | 6.9 | 39.7 | NAD | NAD |
| | Location: Room 9 Utility Room - Epoxy Flooring Gray (S) | | | | | | | |
| 19 | 007-02 | 007 | 0.195 | 54.1 | 6.3 | 39.6 | NAD | NAD |
| | Location: Room 9 Utility Room - Epoxy Flooring Gray (S) | | | | | | | |
| 20 | 007-03 | 007 | 0.188 | 54.4 | 7.5 | 38.1 | NAD | NAD |
| | Location: Room 9 Utility Room - Epoxy Flooring Gray (S) | | | | | | | |
| 21 | 008-01 | 008 | 0.139 | 45.9 | 8.1 | 46.0 | NAD | NAD |
| | Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | | | | | | | |
| 22 | 008-02 | 008 | 0.146 | 45.6 | 4.0 | 50.4 | NAD | NAD |
| | Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | | | | | | | |
| 23 | 008-03 | 008 | 0.138 | 45.7 | 9.9 | 44.4 | NAD | NAD |
| | Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | | | | | | | |
| 24 | 008-04 | 008 | 0.227 | 45.6 | 13.5 | 41.0 | NAD | NAD |
| | Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | | | | | | | |
| 25 | 008-05 | 008 | 0.242 | 45.3 | 6.4 | 48.3 | NAD | NAD |
| | Location: Room 8 Basement Lower Level - Epoxy Wall Paint (S) | | | | | | | |
| 26 | 009-01 | 009 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 1 Entrance - Architectural Mortar (M) | | | | | | | |
| 27 | 009-02 | 009 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 1 Entrance - Architectural Mortar (M) | | | | | | | |
| 28 | 010-01 | 010 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 7 Addition - Block Wall (M) | | | | | | | |
| 29 | 010-02 | 010 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 7 Addition - Block Wall (M) | | | | | | | |
| 30 | 011-01 | 011 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 7 Addition - Block Wall Mortar (M) | | | | | | | |
| 31 | 011-02 | 011 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 7 Addition - Block Wall Mortar (M) | | | | | | | |
| 32 | 012-01 | 012 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 7 Addition - Drywall Ceiling (M) | | | | | | | |

Client Name: Ambient Environmental, Inc.

Table I
Summary of Bulk Asbestos Analysis Results

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY - Water Treatment Plant - Interior Only

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|-------------------|---|---------|----------------------|--------------------------|--------------------------|------------------------------------|-------------------------|----------------------|
| 33 | 012-02 | 012 | ---- | ---- | ---- | ---- | NAD | NA |
| | Location: Room 7 Addition - Drywall Ceiling (M) | | | | | | | |
| 34 | 013-01 | 013 | 0.207 | 37.2 | 35.8 | 21.2 | Chrysotile 5.7 | NA |
| | Location: Room 8 Basement Lower Level - Tank Wrap (T) | | | | | | | |
| 35 | 013-02 | 013 | 0.213 | 33.8 | 19.5 | 46.6 | NA/PS | NA |
| | Location: Room 8 Basement Lower Level - Tank Wrap (T) | | | | | | | |
| 36 | 013-03 | 013 | 0.222 | 36.8 | 9.9 | 53.2 | NA/PS | NA |
| | Location: Room 8 Basement Lower Level - Tank Wrap (T) | | | | | | | |
| 37 | 014-01 | 014 | ---- | ---- | ---- | ---- | Chrysotile 4.5 | NA |
| | Location: Room 8 Basement Lower Level - Tank Insolation (T) | | | | | | | |
| 38 | 014-02 | 014 | ---- | ---- | ---- | ---- | NA/PS | NA |
| | Location: Room 8 Basement Lower Level - Tank Insolation (T) | | | | | | | |
| 39 | 014-03 | 014 | ---- | ---- | ---- | ---- | NA/PS | NA |
| | Location: Room 8 Basement Lower Level - Tank Insolation (T) | | | | | | | |
| 40 | 015-01 | 015 | ---- | ---- | ---- | ---- | Chrysotile 33.3 | NA |
| | Location: Room 3 Lab - Lab Countertops (M) | | | | | | | |
| 41 | 015-02 | 015 | ---- | ---- | ---- | ---- | NA/PS | NA |
| | Location: Room 3 Lab - Lab Countertops (M) | | | | | | | |
| 42 | 016-01 | 016 | ---- | ---- | ---- | ---- | Chrysotile 8.3 | NA |
| | Location: Room 9 Utility Room - Mud Fitting (T) | | | | | | | |
| 43 | 016-02 | 016 | ---- | ---- | ---- | ---- | NA/PS | NA |
| | Location: Room 2 Operating Floor - Mud Fitting (T) | | | | | | | |
| 44 | 016-03 | 016 | ---- | ---- | ---- | ---- | NA/PS | NA |
| | Location: Room 11 Chlorine Room - Mud Fitting (T) | | | | | | | |

Client Name: Ambient Environmental, Inc.

Table I
Summary of Bulk Asbestos Analysis Results

231226AB; Delaware Engineering, DPC; Village Of Rhinebeck Water Treatment Plant - 76 Slate Dock Road, Rhinebeck, NY - Water Treatment Plant - Interior Only

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|-------------------|----------------|---------|----------------------|--------------------------|--------------------------|------------------------------------|-------------------------|----------------------|
|-------------------|----------------|---------|----------------------|--------------------------|--------------------------|------------------------------------|-------------------------|----------------------|

Analyzed by: John P. Koubiadis
 Date: 1/31/2024



Reviewed by: John P. Koubiadis



**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

**BULK SAMPLE DATA AND
 CHAIN OF CUSTODY FORM**

PROJECT INFORMATION

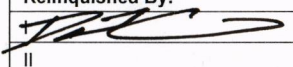
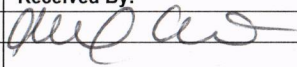
| | | | | | | | |
|---|--|--|---|--|--|---|--|
| Client: Delaware Engineering, DPC | | Project Name: Village Of Rhinebeck Water Treatment Plant | | Project Street Address: 76 SLATE DOCK ROAD | | Client Contact: Anthony Mantas | |
| Project Number: 231226AB | | Inspector: Dave Crommie | | Project Address City/State: Rhinebeck, NY | | Collection Date: 1/24/2024 | |
| Sample TAT: 5 Day | Building Name: Water Treatment Plant | | Sampling Areas: Interior Only | | | Comments: (Field) <input checked="" type="checkbox"/> Analyze to First Positive By Homogeneous Material <input checked="" type="checkbox"/> For Negative NOB PLM's, continue to TEM | |

BULK SAMPLE LOCATION

TYPE OF MATERIALS

| Homogeneous Area Number | Bulk Sample ID Number | Sampled Material (T, S, M) | Sample Location | Friability (N/F) | Condition (G, D, SD) | Quantity (LF, SF, EA) | Homogeneous Areas | Asbestos Content (Type & %) |
|-------------------------|-----------------------|-----------------------------|-----------------|------------------|----------------------|-----------------------|------------------------------|-----------------------------|
| 001 | 01 | Blue Floor Tile (M) | Room 3 Lab | N | G | | Laboratory and Office Spaces | |
| 001 | 02 | Blue Floor Tile (M) | Room 3 Lab | N | G | | Laboratory and Office Spaces | |
| 002 | 01 | Black Floor Tile Mastic (M) | Room 3 Lab | N | G | | Laboratory and Office Spaces | |
| 002 | 02 | Black Floor Tile Mastic (M) | Room 3 Lab | N | G | | Laboratory and Office Spaces | |
| 003 | 01 | Architectural Block (M) | Room 1 Entrance | F | G | | Throughout Original Building | |
| 003 | 02 | Architectural Block (M) | Room 1 Entrance | F | G | | Throughout Original Building | |
| 004 | 01 | White Floor Tile (M) | Room 3 Lab | N | G | | Laboratory and Office Spaces | |
| 004 | 02 | White Floor Tile (M) | Room 3 Lab | N | G | | Laboratory and Office Spaces | |
| 005 | 01 | White Floor Tile Mastic (M) | Room 3 Lab | N | G | | Laboratory and Office Spaces | |
| 005 | 02 | White Floor Tile Mastic (M) | Room 3 Lab | N | G | | Laboratory and Office Spaces | |
| 006 | 01 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | | Throughout Original Building | |

CHAIN OF CUSTODY

| Relinquished By: | Date | Time | Received By: | Date | Time |
|--|---------|------|---|---------|-------|
|  | 1/24/24 | |  | 1/24/24 | 12:03 |

LAB INFORMATION

| Lab Name | Date | Time |
|-----------------|------|------|
| a. Analyzed By: | | |
| b. QC by: | | |

| | | |
|----------------------------|---|--|
| Project Manager: CD | Results To: Results@ambient-env.com | Drawings: <input type="checkbox"/> Sample Locations <input type="checkbox"/> Material Locations |
|----------------------------|---|--|

| |
|-----------|
| Comments: |
|-----------|

(T=TSI; S=Surfacing; M=Misc)

BULK SAMPLE DATA AND CHAIN OF CUSTODY FORM

PROJECT INFORMATION

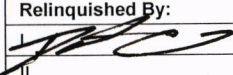
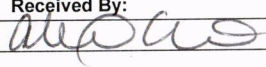
| | | | | | | | |
|---|--|--|-----------------------------------|--|---|---|--------------------------------------|
| Client: Delaware Engineering, DPC | | Project Name: Village Of Rhinebeck Water Treatment Plant | | Project Street Address: 76 SLATE DOCK ROAD | | Client Contact: Anthony Mantas | |
| Project Number: 231226AB | | | Inspector: Dave Crommie | | Project Address City/State: Rhinebeck, NY | | Collection Date: 1/24/2024 |
| Sample TAT: 5 Day | | Building Name: Water Treatment Plant | | Sampling Areas: Interior Only | | Comments: (Field) <input checked="" type="checkbox"/> Analyze to First Positive By Homogeneous Material <input checked="" type="checkbox"/> For Negative NOB PLM's, continue to TEM | |

BULK SAMPLE LOCATION

TYPE OF MATERIALS

| Homogeneous Area Number | Bulk Sample ID Number | Sampled Material (T, S, M) | Sample Location | Friability (N/F) | Condition (G, D, SD) | Quantity (LF, SF, EA) | Homogeneous Areas | Asbestos Content (Type & %) |
|-------------------------|-----------------------|----------------------------|-----------------------------|------------------|----------------------|-----------------------|------------------------------|-----------------------------|
| 006 | 02 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | | Throughout Original Building | |
| 006 | 03 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | | Throughout Original Building | |
| 006 | 04 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | | Throughout Original Building | |
| 006 | 05 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | | Throughout Original Building | |
| 006 | 06 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | | Throughout Original Building | |
| 006 | 07 | Epoxy Flooring White (S) | Room 1 Entrance | N | G | | Throughout Original Building | |
| 007 | 01 | Epoxy Flooring Gray (S) | Room 9 Utility Room | N | G | | Throughout Original Building | |
| 007 | 02 | Epoxy Flooring Gray (S) | Room 9 Utility Room | N | G | | Throughout Original Building | |
| 007 | 03 | Epoxy Flooring Gray (S) | Room 9 Utility Room | N | G | | Throughout Original Building | |
| 008 | 01 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | | Lower Level Basement | |
| 008 | 02 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | | Lower Level Basement | |

CHAIN OF CUSTODY

| Relinquished By: | Date | Time | Received By: | Date | Time |
|--|---------|------|---|---------|-------|
|  | 1/24/24 | |  | 1/26/24 | 12:03 |

LAB INFORMATION

| Lab Name | Date | Time |
|-----------------|------|------|
| a. Analyzed By: | | |
| b. QC by: | | |

| | | |
|----------------------------|---|--|
| Project Manager: CD | Results To: Results@ambient-env.com | Drawings: <input type="checkbox"/> Sample Locations <input type="checkbox"/> Material Locations |
|----------------------------|---|--|

| |
|-----------|
| Comments: |
|-----------|

BULK SAMPLE DATA AND CHAIN OF CUSTODY FORM

PROJECT INFORMATION

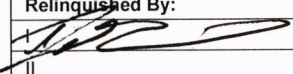
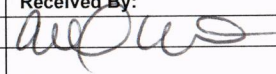
| | | | | | | | |
|---|--|--|-----------------------------------|--|---|---|--------------------------------------|
| Client: Delaware Engineering, DPC | | Project Name: Village Of Rhinebeck Water Treatment Plant | | Project Street Address: 76 SLATE DOCK ROAD | | Client Contact: Anthony Mantas | |
| Project Number: 231226AB | | | Inspector: Dave Crommie | | Project Address City/State: Rhinebeck, NY | | Collection Date: 1/24/2024 |
| Sample TAT: 5 Day | | Building Name: Water Treatment Plant | | Sampling Areas: Interior Only | | Comments: (Field) <input checked="" type="checkbox"/> Analyze to First Positive By Homogeneous Material <input checked="" type="checkbox"/> For Negative NOB PLM's, continue to TEM | |

BULK SAMPLE LOCATION

TYPE OF MATERIALS

| Homogeneous Area Number | Bulk Sample ID Number | Sampled Material (T, S, M) | Sample Location | Friability (N/F) | Condition (G, D, SD) | Quantity (LF, SF, EA) | Homogeneous Areas | Asbestos Content (Type & %) |
|-------------------------|-----------------------|----------------------------|-----------------------------|------------------|----------------------|-----------------------|------------------------------|-----------------------------|
| 008 | 03 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | | Lower Level Basement | |
| 008 | 04 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | | Lower Level Basement | |
| 008 | 05 | Epoxy Wall Paint (S) | Room 8 Basement Lower Level | N | G | | Lower Level Basement | |
| 009 | 01 | Architectural Mortar (M) | Room 1 Entrance | F | G | | Throughout Original Building | |
| 009 | 02 | Architectural Mortar (M) | Room 1 Entrance | F | G | | Throughout Original Building | |
| 010 | 01 | Block Wall (M) | Room 7 Addition | F | G | | Addition | |
| 010 | 02 | Block Wall (M) | Room 7 Addition | F | G | | Addition | |
| 011 | 01 | Block Wall Mortar (M) | Room 7 Addition | F | G | | Addition | |
| 011 | 02 | Block Wall Mortar (M) | Room 7 Addition | F | G | | Addition | |
| 012 | 01 | Drywall Ceiling (M) | Room 7 Addition | F | G | | Addition | |
| 012 | 02 | Drywall Ceiling (M) | Room 7 Addition | F | G | | Addition | |

CHAIN OF CUSTODY

| Relinquished By: | Date | Time | Received By: | Date | Time |
|--|---------|------|---|---------|-------|
|  | 1/24/24 | |  | 1/24/24 | 12:05 |

LAB INFORMATION

| Lab Name | Date | Time |
|-----------------|------|------|
| a. Analyzed By: | | |
| b. QC by: | | |

| | | |
|----------------------------|---|--|
| Project Manager: CD | Results To: Results@ambient-env.com | Drawings: <input type="checkbox"/> Sample Locations <input type="checkbox"/> Material Locations |
|----------------------------|---|--|

| |
|-----------|
| Comments: |
|-----------|

BULK SAMPLE DATA AND CHAIN OF CUSTODY FORM

PROJECT INFORMATION

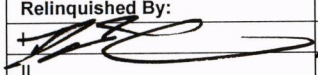
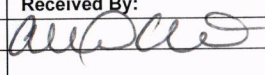
| | | | | | | | |
|---|--|--|-----------------------------------|--|---|---|--------------------------------------|
| Client: Delaware Engineering, DPC | | Project Name: Village Of Rhinebeck Water Treatment Plant | | Project Street Address: 76 SLATE DOCK ROAD | | Client Contact: Anthony Mantas | |
| Project Number: 231226AB | | | Inspector: Dave Crommie | | Project Address City/State: Rhinebeck, NY | | Collection Date: 1/24/2024 |
| Sample TAT: 5 Day | | Building Name: Water Treatment Plant | | Sampling Areas: Interior Only | | Comments: (Field) <input checked="" type="checkbox"/> Analyze to First Positive By Homogeneous Material <input checked="" type="checkbox"/> For Negative NOB PLM's, continue to TEM | |

BULK SAMPLE LOCATION

TYPE OF MATERIALS

| Homogeneous Area Number | Bulk Sample ID Number | Sampled Material (T, S, M) | Sample Location | Friability (N/F) | Condition (G, D, SD) | Quantity (LF, SF, EA) | Homogeneous Areas | Asbestos Content (Type & %) |
|-------------------------|-----------------------|----------------------------|-----------------------------|------------------|----------------------|-----------------------|----------------------|-----------------------------|
| 013 | 01 | Tank Wrap (T) | Room 8 Basement Lower Level | F | G | | Lower Level Basement | |
| 013 | 02 | Tank Wrap (T) | Room 8 Basement Lower Level | F | G | | Lower Level Basement | |
| 013 | 03 | Tank Wrap (T) | Room 8 Basement Lower Level | F | G | | Lower Level Basement | |
| 014 | 01 | Tank Insolation (T) | Room 8 Basement Lower Level | F | G | | Lower Level Basement | |
| 014 | 02 | Tank Insolation (T) | Room 8 Basement Lower Level | F | G | | Lower Level Basement | |
| 014 | 03 | Tank Insolation (T) | Room 8 Basement Lower Level | F | G | | Lower Level Basement | |
| 015 | 01 | Lab Countertops (M) | Room 3 Lab | F | G | | Laboratory | |
| 015 | 02 | Lab Countertops (M) | Room 3 Lab | F | G | | Laboratory | |
| 016 | 01 | Mud Fitting (T) | Room 9 Utility Room | F | G | | Throughout Building | |
| 016 | 02 | Mud Fitting (T) | Room 2 Operating Floor | F | G | | Throughout Building | |
| 016 | 03 | Mud Fitting (T) | Room 11 Chlorine Room | F | G | | Throughout Building | |

CHAIN OF CUSTODY

| Relinquished By: | Date | Time | Received By: | Date | Time |
|--|---------|------|---|---------|-------|
|  | 1/24/24 | |  | 1/24/24 | 12:03 |

LAB INFORMATION

| Lab Name | Date | Time |
|-----------------|------|------|
| a. Analyzed By: | | |
| b. QC by: | | |

| | | |
|----------------------------|---|--|
| Project Manager: CD | Results To: Results@ambient-env.com | Drawings: <input type="checkbox"/> Sample Locations <input type="checkbox"/> Material Locations |
|----------------------------|---|--|

| |
|-----------|
| Comments: |
|-----------|

(T=TSI; S=Surfacing; M=Misc)

ATTACHMENT B
LEAD-BASED PAINT TESTING RESULTS



Lead Based Paint Inspection Detailed Report

828 Washington Avenue
Albany, New York

INSPECTION SITE: Village of Rhinebeck Water Treatment Plant
76 Slate Dock Road
Rhinebeck, New York

INSPECTION DATE: 2/5/2024 - 2/5/2024

REPORT NUMBER: 231226AB

INSTRUMENT TYPE: Viken Detection
Pb200i XRF Lead Paint Analyzer
2327

ACTION LEVEL: 1.0 (mg/cm²)

STATEMENT: Paint conditions included in this report represent conditions
observed by the inspector at the time of the inspection

Lead Based Paint Inspection Detailed Report

Inspection Date: 2/5/2024 - 2/5/2024
 Action Level: 1.0 (mg/cm²)
 Report Number: 231226AB
 Total Readings: 69
 Unit Started: 02/05/2024 15:45:07
 Unit Ended: 02/05/2024 16:54:53

Inspection Site: Village of Rhinebeck Water Treatment Plant
 76 Slate Dock Road
 Rhinebeck, New York

| Read # | Result | Job | Room -->RoomChoice | Structure -->Member | Substrate | Wall | Location | Color | Lead (mg/cm ²) | Mode |
|--------|----------|------|--------------------|---------------------|--------------|----------|----------|------------|----------------------------|--------------|
| 7 | Negative | wwtp | Common | Misc | glazed block | Concrete | A 1 | Green | 0.0 mg/cm ² | Action Level |
| 8 | Negative | wwtp | Common | Misc | glazed block | Concrete | A 2 | Green | 0.1 mg/cm ² | Action Level |
| 9 | Negative | wwtp | Common | Misc | glazed block | Concrete | D 3 | Green | 0.0 mg/cm ² | Action Level |
| 10 | Negative | wwtp | Common | Misc | glazed block | Concrete | D 3 | Brown | 0.1 mg/cm ² | Action Level |
| 11 | Negative | wwtp | Common | Misc | glazed block | Concrete | B 4 | Brown | 0.2 mg/cm ² | Action Level |
| 12 | Negative | wwtp | Common | Misc | glazed block | Concrete | C 4 | Green | 0.0 mg/cm ² | Action Level |
| 13 | Negative | wwtp | Common | Misc | glazed block | Concrete | D 4 | Green | 0.0 mg/cm ² | Action Level |
| 14 | Negative | wwtp | Common | Beam | | Concrete | C 1 | Blue | 0.4 mg/cm ² | Action Level |
| 15 | Negative | wwtp | Common | Beam | | Concrete | A 4 | Blue | 0.4 mg/cm ² | Action Level |
| 16 | Negative | wwtp | Common | Beam | | Concrete | C 5 | Blue | 0.4 mg/cm ² | Action Level |
| 17 | Negative | wwtp | Common | Trim | | Metal | B 1 | Blue | 0.7 mg/cm ² | Action Level |
| 18 | Negative | wwtp | Common | Door | | Metal | B 1 | Blue | 0.1 mg/cm ² | Action Level |
| 19 | Negative | wwtp | Common | Door | | Metal | C 1 | Light Blue | 0.6 mg/cm ² | Action Level |
| 20 | Negative | wwtp | Common | Trim | | Metal | C 1 | Light Blue | 0.7 mg/cm ² | Action Level |
| 21 | Negative | wwtp | Common | Trim | | Metal | B 3 | Blue | 0.5 mg/cm ² | Action Level |
| 22 | Negative | wwtp | Common | Door | | Metal | A 3 | Blue | 0.5 mg/cm ² | Action Level |
| 23 | Negative | wwtp | Common | Door | | Metal | A 4 | Blue | 0.1 mg/cm ² | Action Level |
| 24 | Negative | wwtp | Common | Trim | | Metal | C 4 | Blue | 0.4 mg/cm ² | Action Level |

Lead Based Paint Inspection Detailed Report

Inspection Date: 2/5/2024 - 2/5/2024
 Action Level: 1.0 (mg/cm²)
 Report Number: 231226AB
 Total Readings: 69
 Unit Started: 02/05/2024 15:45:07
 Unit Ended: 02/05/2024 16:54:53

Inspection Site: Village of Rhinebeck Water Treatment Plant
 76 Slate Dock Road
 Rhinebeck, New York

| Read # | Result | Job | Room | -->RoomChoice | Structure | -->Member | Substrate | Wall | Location | Color | Lead (mg/cm ²) | Mode |
|--------|----------|------|--------|---------------|-----------|-----------------|-----------|------|----------|-------------|----------------------------|--------------|
| 25 | Negative | wwtp | Common | | Misc | basin | Concrete | B | 4 | Light Blue | 0.3 mg/cm ² | Action Level |
| 26 | Negative | wwtp | Common | | Misc | basin | Concrete | B | 4 | Light Green | 0.2 mg/cm ² | Action Level |
| 27 | Negative | wwtp | Common | | Misc | basin | Concrete | D | 4 | Blue | 0.2 mg/cm ² | Action Level |
| 28 | Negative | wwtp | Common | | Misc | basin platforms | Metal | B | 4 | Light Blue | 0.1 mg/cm ² | Action Level |
| 29 | Negative | wwtp | Common | | Misc | sky light trim | Wood | B | 4 | Green | 0.0 mg/cm ² | Action Level |
| 30 | Negative | wwtp | Common | | Misc | floors | Concrete | C | 1 | Tan | 0.1 mg/cm ² | Action Level |
| 31 | Negative | wwtp | Common | | Misc | floors | Concrete | D | 4 | Tan | 0.1 mg/cm ² | Action Level |
| 32 | Negative | wwtp | Common | | Misc | floors | Concrete | C | 5 | Tan | 0.0 mg/cm ² | Action Level |
| 33 | Negative | wwtp | Common | | Misc | floors | Metal | C | 5 | Black | 0.1 mg/cm ² | Action Level |
| 34 | Negative | wwtp | Common | | Misc | floors | Concrete | D | 2 | Gray | 0.2 mg/cm ² | Action Level |
| 35 | Negative | wwtp | Common | | Misc | floors | Concrete | C | 3 | Gray | 0.3 mg/cm ² | Action Level |
| 36 | Negative | wwtp | Common | | Misc | conduit | Metal | C | 1 | Blue | 0.5 mg/cm ² | Action Level |
| 37 | Negative | wwtp | Common | | Misc | conduit | Metal | C | 1 | Blue | 0.4 mg/cm ² | Action Level |
| 38 | Negative | wwtp | Common | | Pipe | Vertical | Metal | A | 4 | Blue | 0.0 mg/cm ² | Action Level |
| 39 | Negative | wwtp | Common | | Pipe | Vertical | Metal | A | 4 | Green | 0.0 mg/cm ² | Action Level |
| 40 | Negative | wwtp | Common | | Pipe | Horizontal | Metal | A | 4 | Green | 0.0 mg/cm ² | Action Level |
| 41 | Negative | wwtp | Common | | Pipe | Horizontal | Metal | A | 4 | Light Blue | 0.1 mg/cm ² | Action Level |
| 42 | Negative | wwtp | Common | | Pipe | Vertical | Metal | A | 4 | Light Blue | 0.1 mg/cm ² | Action Level |

Lead Based Paint Inspection Detailed Report

Inspection Date: 2/5/2024 - 2/5/2024
 Action Level: 1.0 (mg/cm²)
 Report Number: 231226AB
 Total Readings: 69
 Unit Started: 02/05/2024 15:45:07
 Unit Ended: 02/05/2024 16:54:53

Inspection Site: Village of Rhinebeck Water Treatment Plant
 76 Slate Dock Road
 Rhinebeck, New York

| Read # | Result | Job | Room -->RoomChoice | Structure -->Member | Substrate | Wall | Location | Color | Lead (mg/cm ²) | Mode | |
|--------|----------|------|--------------------|---------------------|---------------------|-------|----------|------------|----------------------------|------------------------|--------------|
| 43 | Negative | wwtp | Common | Railing | Metal | C | 4 | Light Blue | 0.1 mg/cm ² | Action Level | |
| 44 | Negative | wwtp | Common | Stair | Risers | Metal | C | 4 | Orange | 0.2 mg/cm ² | Action Level |
| 45 | Negative | wwtp | Common | Pipe | Horizontal | Metal | A | 6 | Yellow | 0.7 mg/cm ² | Action Level |
| 46 | Negative | wwtp | Common | Pipe | Horizontal | Metal | A | 6 | Light Blue | 0.1 mg/cm ² | Action Level |
| 47 | Positive | wwtp | Common | Pipe | Horizontal | Metal | D | 6 | Light Green | 2.1 mg/cm ² | Action Level |
| 48 | Positive | wwtp | Common | Pipe | Horizontal | Metal | D | 6 | Light Green | 3.5 mg/cm ² | Action Level |
| 49 | Positive | wwtp | Common | Pipe | Horizontal | Metal | D | 6 | Blue | 1.7 mg/cm ² | Action Level |
| 50 | Negative | wwtp | Common | Pipe | Horizontal | Metal | A | 6 | Blue | 0.1 mg/cm ² | Action Level |
| 51 | Positive | wwtp | Common | Pipe | Horizontal | Metal | A | 6 | Blue | 1.7 mg/cm ² | Action Level |
| 52 | Positive | wwtp | Common | Pipe | Vertical | Metal | A | 6 | Blue | 2.0 mg/cm ² | Action Level |
| 53 | Negative | wwtp | Common | Pipe | Horizontal | Metal | A | 6 | Brown | 0.6 mg/cm ² | Action Level |
| 54 | Negative | wwtp | Common | Pipe | Vertical | Metal | A | 6 | Brown | 0.5 mg/cm ² | Action Level |
| 55 | Negative | wwtp | Common | Pipe | Vertical | Metal | B | 6 | Green | 0.1 mg/cm ² | Action Level |
| 56 | Negative | wwtp | Common | Pipe | Horizontal | Metal | B | 6 | Green | 0.1 mg/cm ² | Action Level |
| 57 | Negative | wwtp | Common | Misc | back wash pump | Metal | D | 6 | Black | 0.0 mg/cm ² | Action Level |
| 58 | Negative | wwtp | Common | Misc | finished water pump | Metal | D | 6 | Blue | 0.5 mg/cm ² | Action Level |
| 59 | Negative | wwtp | Common | Misc | finished water pump | Metal | D | 6 | Green | 0.6 mg/cm ² | Action Level |
| 60 | Negative | wwtp | Common | Misc | finished water pump | Metal | D | 6 | Red | 0.1 mg/cm ² | Action Level |

Lead Based Paint Inspection Detailed Report

Inspection Date: 2/5/2024 - 2/5/2024
 Action Level: 1.0 (mg/cm²)
 Report Number: 231226AB
 Total Readings: 69
 Unit Started: 02/05/2024 15:45:07
 Unit Ended: 02/05/2024 16:54:53

Inspection Site: Village of Rhinebeck Water Treatment Plant
 76 Slate Dock Road
 Rhinebeck, New York

| Read # | Result | Job | Room -->RoomChoice | Structure -->Member | Substrate | Wall | Location | Color | Lead (mg/cm ²) | Mode |
|--------|----------|------|--------------------|---------------------|--------------|----------|----------|-------|----------------------------|--------------|
| 61 | Negative | wwtp | Common | Misc | floors | Concrete | D 6 | Tan | 0.5 mg/cm ² | Action Level |
| 62 | Negative | wwtp | Common | Misc | floors | Concrete | B 6 | Tan | 0.0 mg/cm ² | Action Level |
| 63 | Negative | wwtp | Common | Misc | Wall | Concrete | A 6 | Tan | 0.3 mg/cm ² | Action Level |
| 64 | Negative | wwtp | Common | Misc | Wall | Concrete | C 6 | Tan | 0.4 mg/cm ² | Action Level |
| 65 | Negative | wwtp | Common | Misc | tank footers | Metal | B 6 | Black | 0.2 mg/cm ² | Action Level |
| 66 | Negative | wwtp | Common | Misc | Wall | Metal | B 7 | White | 0.2 mg/cm ² | Action Level |
| 67 | Negative | wwtp | Common | Misc | Wall | Concrete | A 7 | White | 0.2 mg/cm ² | Action Level |
| 68 | Negative | wwtp | Common | Trim | | Metal | A 7 | Blue | 0.5 mg/cm ² | Action Level |
| 69 | Negative | wwtp | Common | Door | | Metal | A 7 | Blue | 0.1 mg/cm ² | Action Level |
| 70 | Negative | wwtp | Common | Misc | ceiling | Drywall | A 7 | White | 0.0 mg/cm ² | Action Level |
| 71 | Negative | wwtp | Common | Door | | Metal | D 7 | White | 0.1 mg/cm ² | Action Level |
| 72 | Negative | wwtp | Common | Trim | | Metal | D 7 | White | 0.1 mg/cm ² | Action Level |
| 73 | Negative | wwtp | Common | Window | Jamb | Metal | B 7 | Brown | 0.2 mg/cm ² | Action Level |
| 74 | Negative | wwtp | Common | Window | Sill | Metal | B 7 | White | 0.1 mg/cm ² | Action Level |
| 75 | Negative | wwtp | Common | Misc | stucco | Plaster | A 7 | Green | 0.2 mg/cm ² | Action Level |

----- END OF READINGS -----

ATTACHMENT C
HAZARDOUS MATERIAL LOCATION DRAWINGS



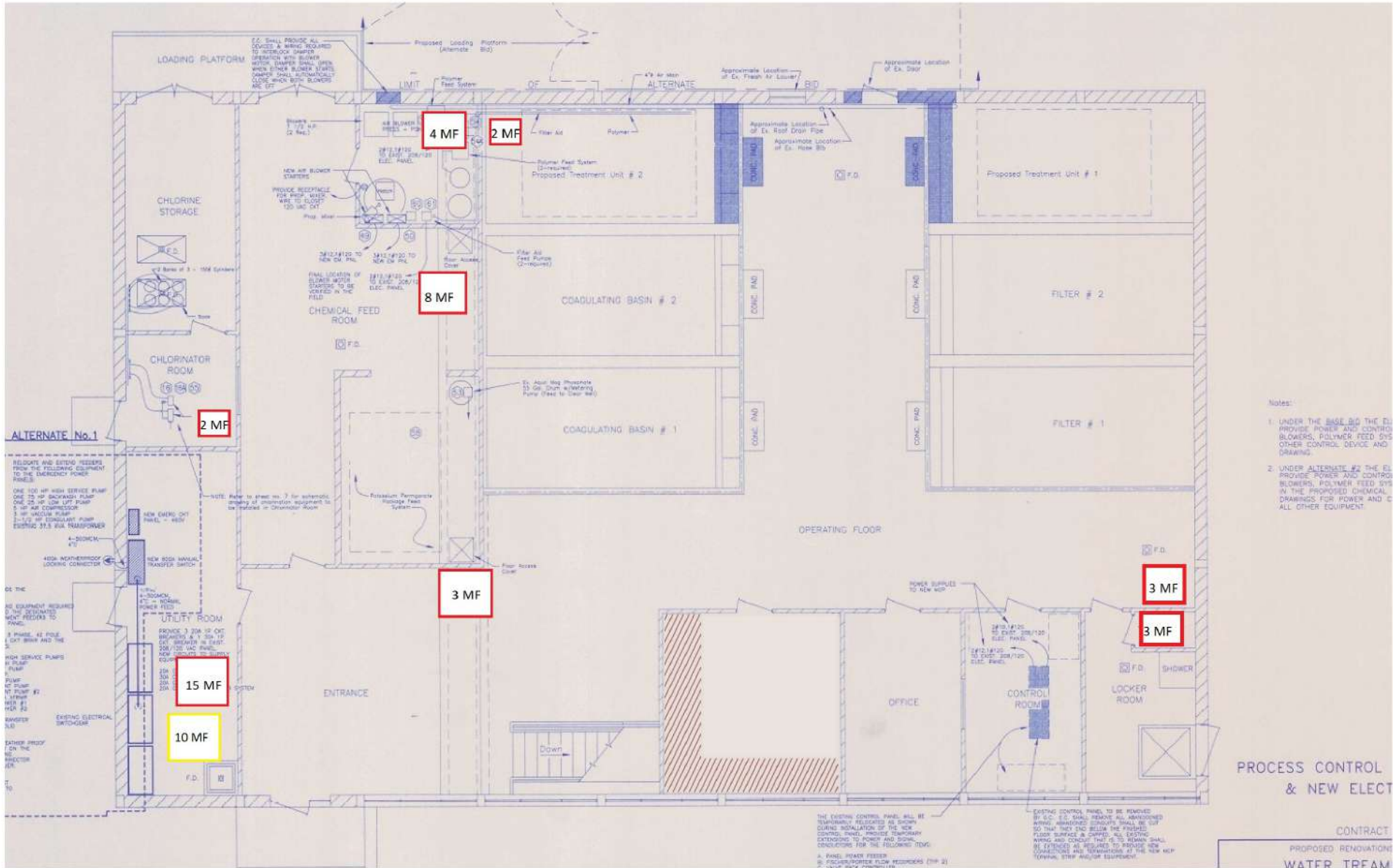
Ambient Environmental, Inc.
 Building Science and EHS Solutions
 826 Washington Avenue, Albany, NY 12203
 PH: 518.482.0704 FAX: 518.482.0750
 www.ambient-env.com

LEGEND

= 015-01 Black Lab Countertop

= 016-01 Mudded Fittings

= Residual Mudded Fittings



Notes:
 1. UNDER THE BASE BID THE E.I. PROVIDE POWER AND CONTROL BLOWERS, POLYMER FEED SYS OTHER CONTROL DEVICE AND DRAWING.
 2. UNDER ALTERNATE #2 THE E.I. PROVIDE POWER AND CONTROL BLOWERS, POLYMER FEED SYS IN THE PROPOSED CHEMICAL DRAWINGS FOR POWER AND C ALL OTHER EQUIPMENT.

| REVISIONS | |
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PROJECT LOCATION
 76 Slate Dock Road
 Rhinebeck, NY

DRAWING TITLE
 Asbestos Materials
 Location Drawing

| | |
|----------------------|--------------|
| DATE: 02/06/2024 | SCALE: NTS |
| PROJECT NO. 231226AB | DRAWN BY JMS |
| CHECKED BY CDW | DWG. NO. |

ASB-100.1

Ground Level Of Original Building

*PLEASE REFER TO THE ASSUMPTIONS AND LIMITATIONS SECTION OF REPORT



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LEGEND

 = 013-01 Black Tank Wrap & 014-01 Tank Insulation

REVISIONS

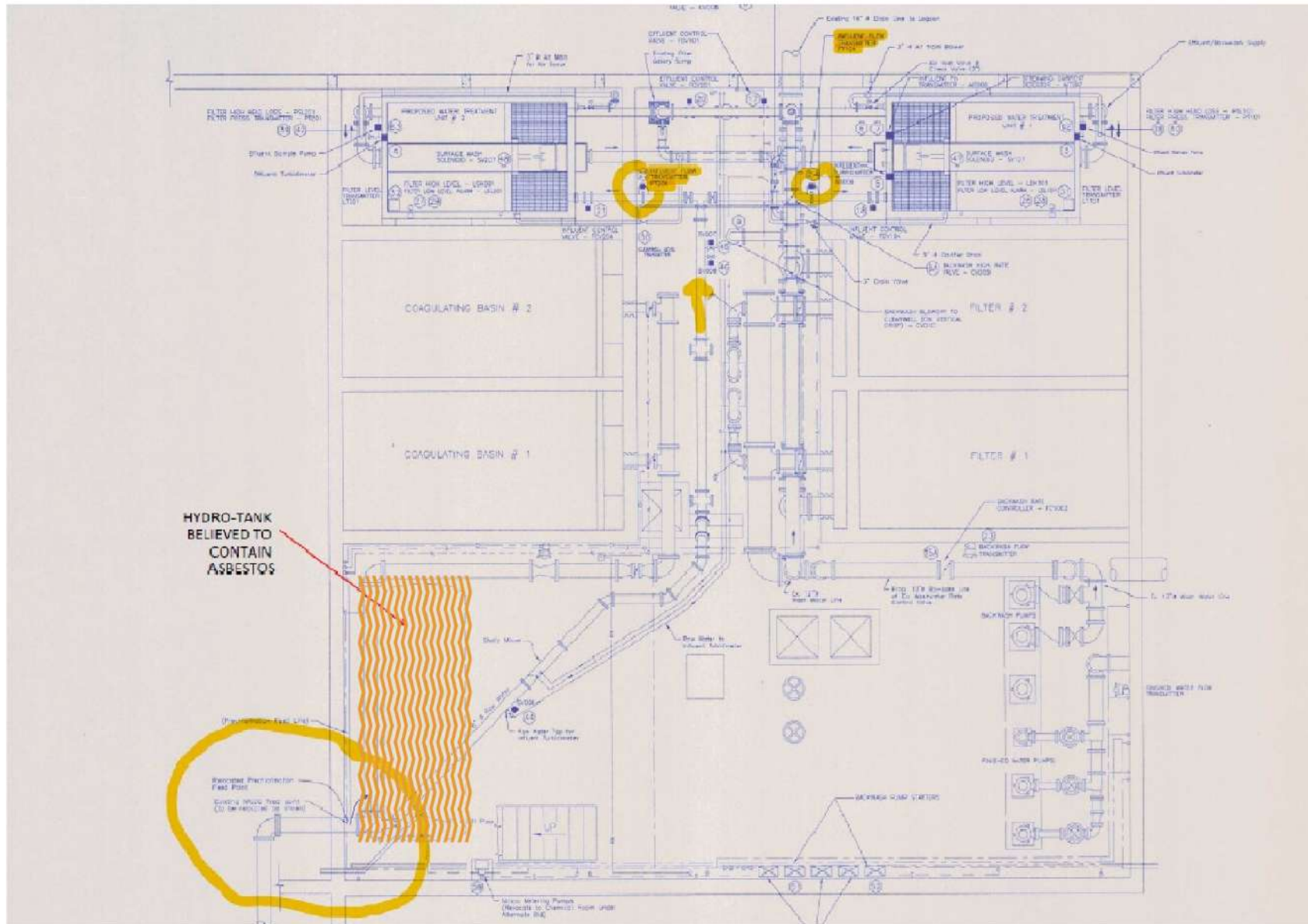
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PROJECT LOCATION
76 Slate Dock Road
Rhinebeck, NY

DRAWING TITLE
Asbestos Materials Location
Drawing

DATE: 02/06/2024 **SCALE:** NTS
PROJECT NO.: 231226AB
DRAWN BY: JMS
CHECKED BY: CDW
DWG. NO.:

ASB-100.2



Lower Level Of Existing Building

*PLEASE REFER TO THE ASSUMPTIONS AND LIMITATIONS SECTION OF REPORT

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B

D

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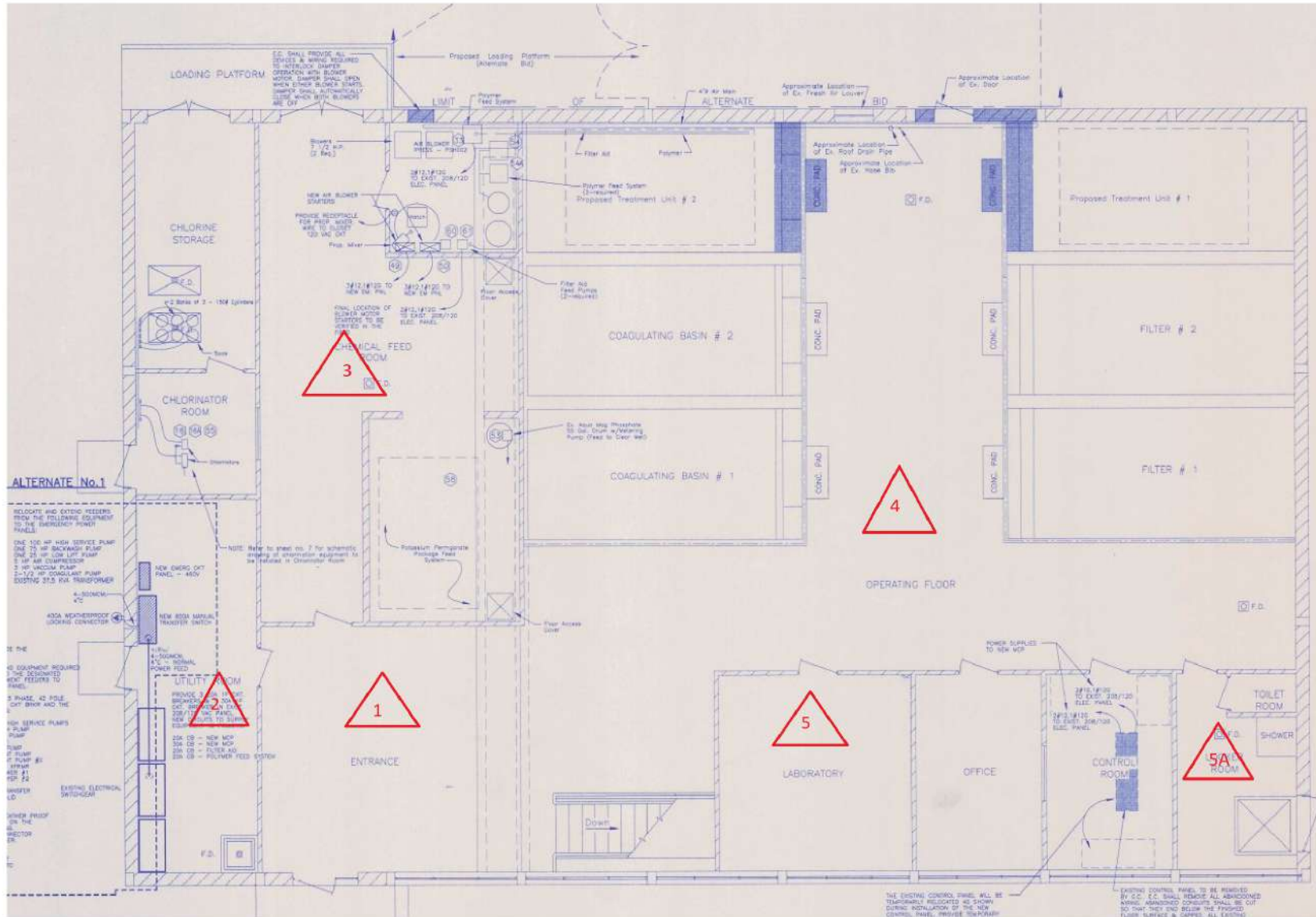


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 PH: 518.482.0704 FAX: 518.482.0750
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LEGEND

= XRF Room Number

X = Building Side



REVISIONS

| NO. | DESCRIPTION |
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PROJECT LOCATION
 76 Slate Dock Road
 Rhinebeck Ny
 Water Treatment Plant.

DRAWING TITLE
 Lead Based Room Location
 Drawing

DATE: 2-5-24 SCALE: NTS
 PROJECT NO. 1231226AB
 DRAWN BY: JMS
 CHECKED BY: CDW
 DWG. NO.

PB-100.1



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 Building Science and EHS Solutions
 826 Washington Avenue, Albany, NY 12203
 PH: 518.482.0704 FAX: 518.482.0750
 www.ambient-env.com

LEGEND

 = XRF Room Number

X = Building Side

REVISIONS

| NO. | DESCRIPTION |
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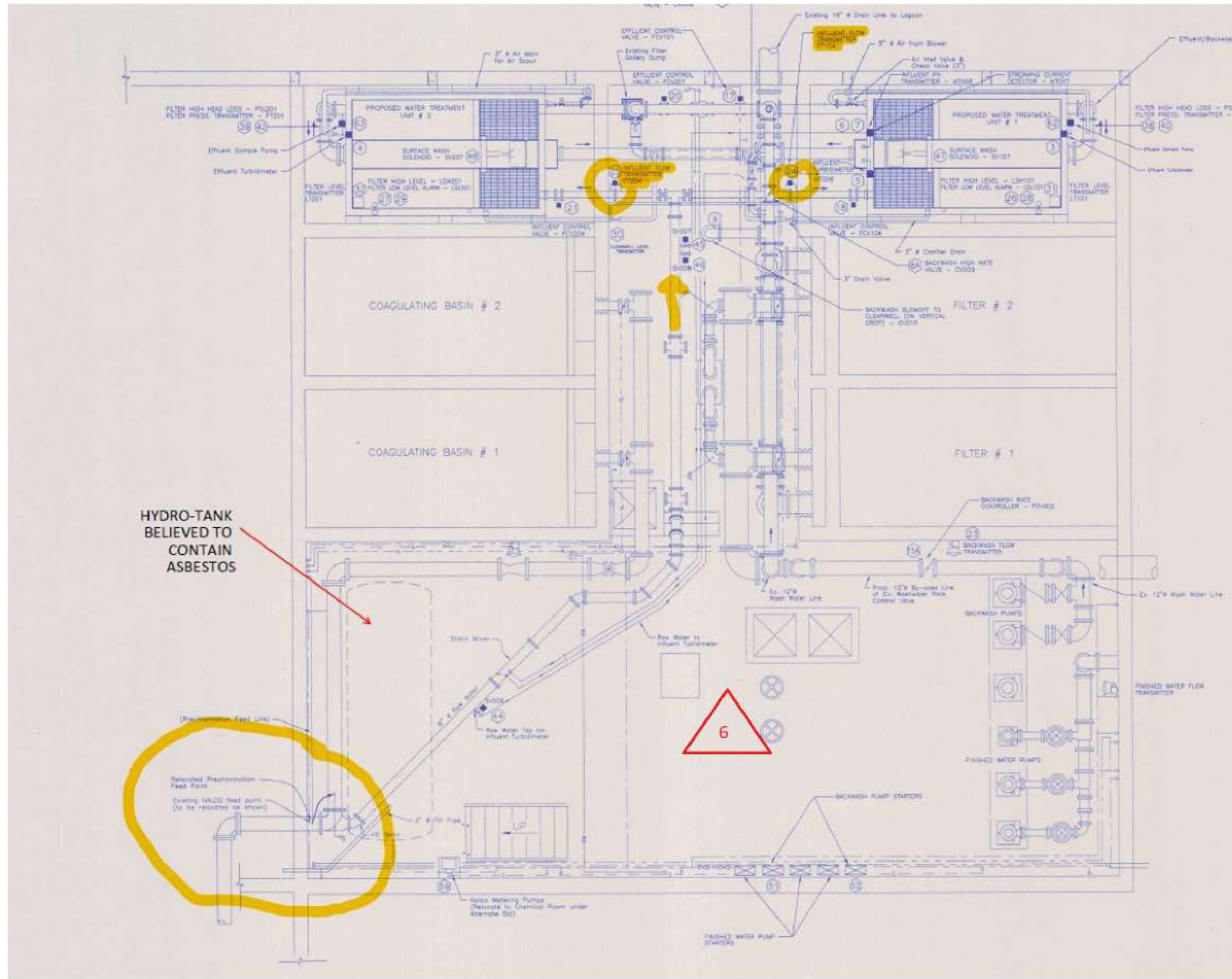
PROJECT LOCATION
 76 Slate Dock Road
 Rhinebeck Ny
 Water Treatment Plant

DRAWING TITLE
 Lead Based Room Location
 Drawing

DATE: 2-5-24 SCALE: NTS
 PROJECT NO. 231226AB
 DRAWN BY: JMS
 CHECKED BY: GDW

DWG. NO.
PB-100.2

A



C

B


D

HYDRO-TANK
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 Building Science and EHS Solutions
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 PH: 518.482.0704 FAX: 518.482.0750
 www.ambient-env.com

LEGEND

 = XRF Room Number

X = Building Side

REVISIONS

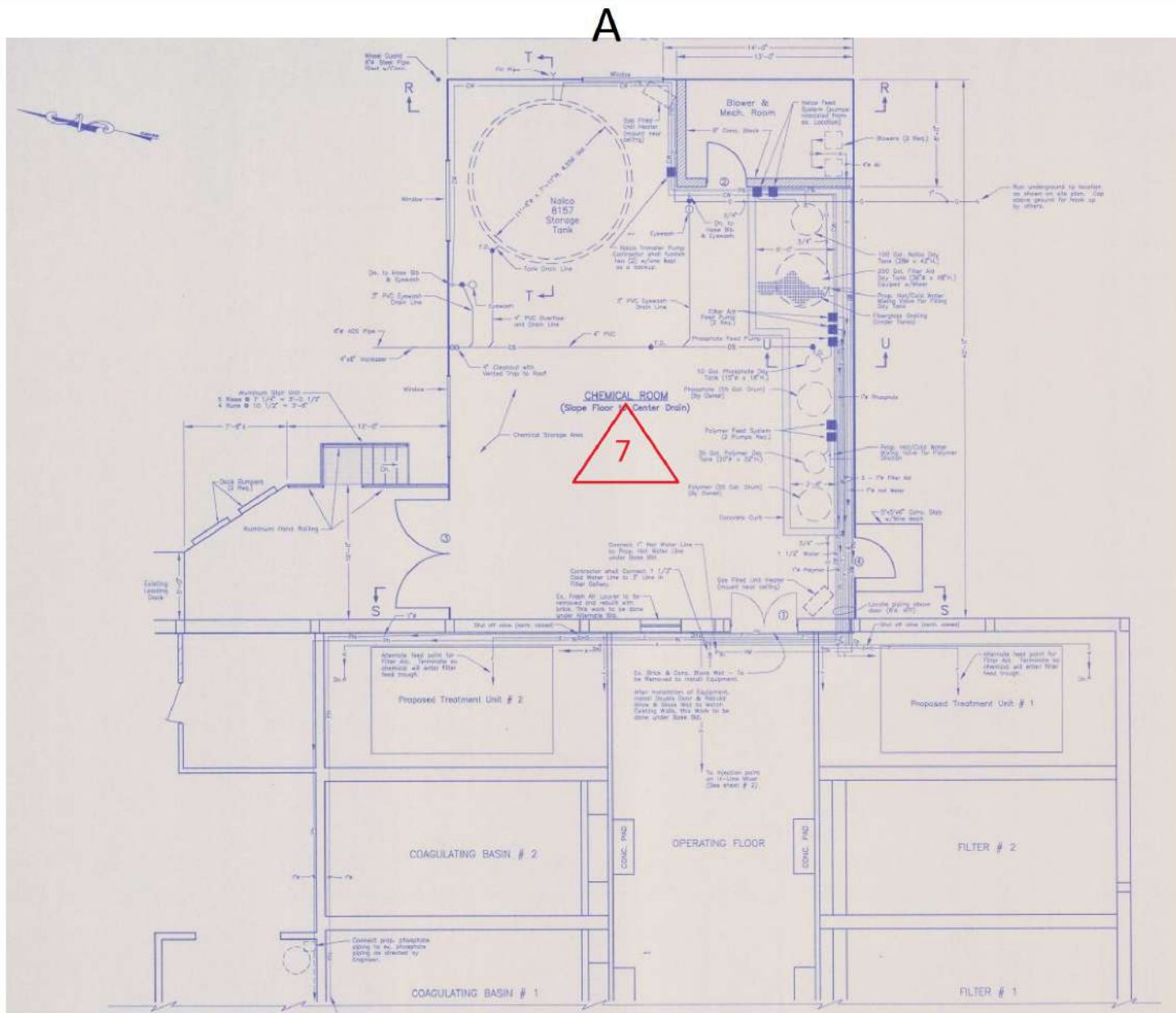
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PROJECT LOCATION
 76 Slate Dock Road
 Rhinebeck Ny
 Water Treatment Plant

DRAWING TITLE
 Lead Based Room Location
 Drawing

DATE: 2-5-24 SCALE: NTS
 PROJECT NO. 7331226AB
 DRAWN BY JMS
 CHECKED BY CDW
 DWG. NO.

PB-100.3



ATTACHMENT D
PHOTOGRAPHIC DOCUMENTATION



Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

PHOTO LOG

Ambient Project #231226AB

Village of Rhinebeck Water Treatment Plan Building

76 Slate Dock Road

Rhinebeck, NY

January 24 2024



Photograph 1 – 013-01 Black Tank Wrap & 014-01 White Tank Insulation



Photograph 2 – 015-01 Black Lab Countertop



Photograph 3 – 016-01 White Mudded Fittings

**ATTACHMENT S
COMPANY, INSPECTOR AND LABORATORY ACCREDITATION
AND LICENSES**

WE ARE YOUR DOL



**Department
of Labor**

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Ambient Environmental, Inc.
828 Washington Avenue, Albany, NY, 12203

License Number: 29608

License Class: RESTRICTED

Date of Issue: 07/19/2023

Expiration Date: 07/31/2024

Duly Authorized Representative: Joella Viscusi

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

A handwritten signature in black ink, appearing to read "Amy Phillips".

Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR



NEW YORK STATE **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")** **CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a
Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Ambient Environmental, Inc.

Certification Awarded on: January 30, 2020
Expiration Date: January 30, 2025
File ID#: 50943



Certification: View

[Certification List](#)
[Add Date Alert](#)

Vendor Information

| | |
|----------------------|------------------------------------|
| BUSINESS NAME | Ambient Environmental, Inc. |
| SYSTEM VENDOR NUMBER | 20167029 |
| PRIMARY OWNER'S NAME | Ms. Joella Viscusi |
| ETHNIC GROUP | Other Minority |
| GENDER | Female |

Certification Information

| | |
|--------------------|--|
| CERTIFYING AGENCY | New York State Department of Transportation |
| CERTIFICATION TYPE | DBE - Disadvantaged Business Enterprise |
| EFFECTIVE DATE | 3/27/2013 |
| RENEWAL DATE | 3/27/2023 |

Contact Information

| | |
|----------------------|--|
| MAIN COMPANY EMAIL | joellav@ambient-env.com |
| MAIN PHONE | 518-482-0704 |
| MAIN FAX | 518-482-0750 |
| MAIN COMPANY WEBSITE | http://www.ambient-env.com |

Addresses

| | |
|------------------|--|
| PHYSICAL ADDRESS | 828 Washington Ave. Albany, NY 12203-1622 [map] |
| MAILING ADDRESS | 828 Washington Ave. Albany, NY 12203-1622 [map] |

Business Capabilities

| | |
|------------------------|--------------------------------|
| BUSINESS CERTIFIED FOR | Environmental Services. |
| FULL DESCRIPTION OF | Environmental Services. |

CAPABILITIES/PRODUCTS

COMMODITY CODES

NAICS 541620

Environmental consulting services ([More](#))

Owner Ethnicity and Gender

ETHNIC GROUP

Other Minority

GENDER

Female

Location

COUNTY

Albany (NY)

Certification List

[Customer Support](#)

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United States Environmental Protection Agency

This is to certify that

Ambient Environmental, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires May 12, 2026

LBP-16658-3

Certification #

December 12, 2022

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Ambient Environmental, Inc.

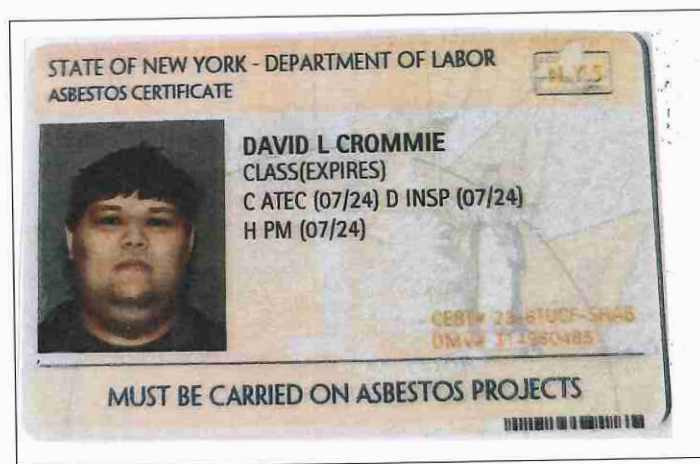
Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

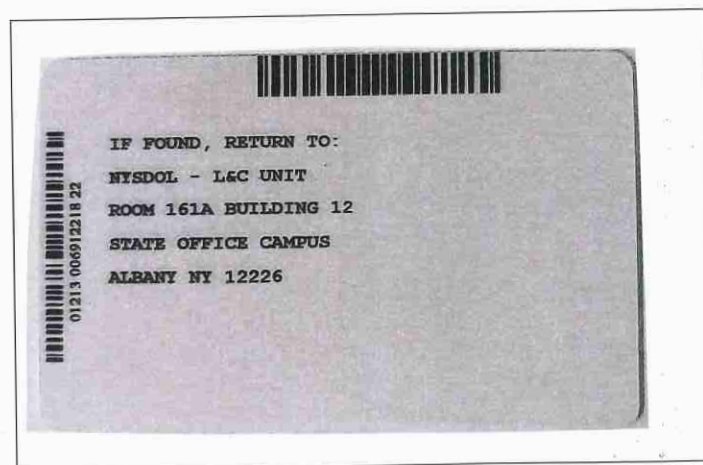
**AMBIENT ENVIRONMENTAL, INC.
NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE**

David Crommie

Front of License



Back of License



Codes:

- A- Asbestos Handler
- B- Restricted Handler
- C- Project Air Sampling Technician
- D- Inspector – R III
- E- Management Planner

- F- Operations and Maintenance
- G- Supervisor
- H- Project Monitor
- I- Project Designer
- J- Allied Trades



Ambient Environmental, Inc.

Building Science and EHS Solutions

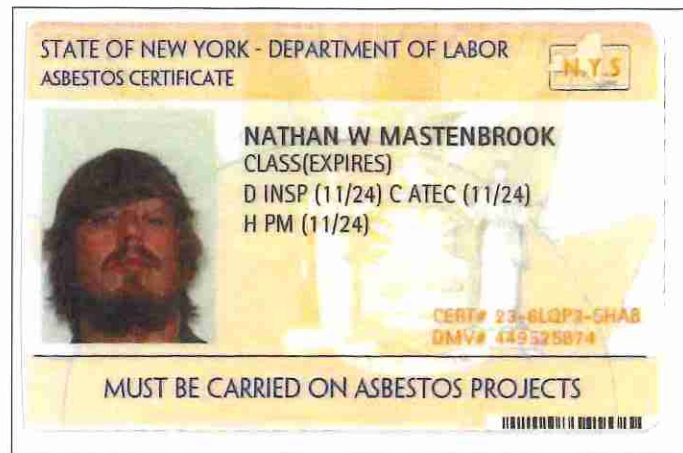
NYS Certified WBE,
SBA EDWOSB & DBE

**AMBIENT ENVIRONMENTAL, INC.
NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE**

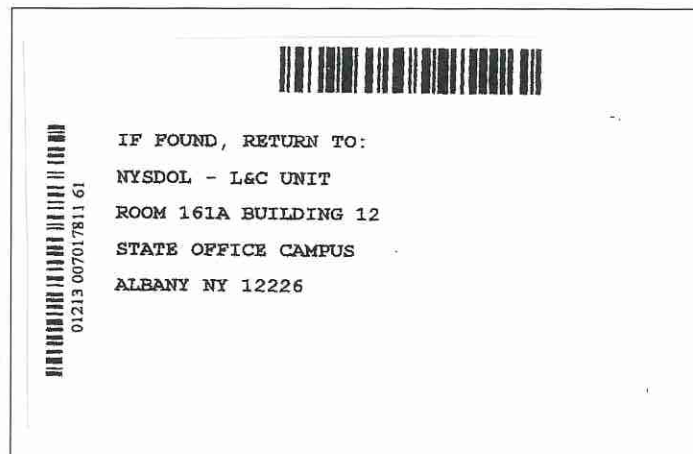
Nathan Mastenbrook

Cert No. 23-6LQP2-SHAB

Front of License



Back of License



Codes:

- | | |
|------------------------------------|-------------------------------|
| A- Asbestos Handler | F- Operations and Maintenance |
| B- Restricted Handler | G- Supervisor |
| C- Project Air Sampling Technician | H- Project Monitor |
| D- Inspector – R III | I- Project Designer |
| E- Management Planner | J- Allied Trades |

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

*MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016*

NY Lab Id No: 11480

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

| | |
|--------------------------------------|---|
| Asbestos in Friable Material | Item 198.1 of Manual EPA 600/M4/82/020 |
| Asbestos in Non-Friable Material-PLM | Item 198.6 of Manual (NOB by PLM) |
| Asbestos in Non-Friable Material-TEM | Item 198.4 of Manual |



Serial No.: 66402

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

Exhibit F

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ATLANTIC TESTING LABORATORIES

WBE certified company

Canton
6431 U.S. Highway 11
Canton, NY 13617
315-386-4578 (T)
315-386-1012 (F)
atlantictesting.com

June 28, 2024

Delaware Engineering D.P.C
28 Madison Avenue Extension
Albany, New York 12203

Telephone: 607-432-8073
Email: amantas@delawareengineering.com

Attn: Anthony Mantas
Engineer II

Re: Subsurface Investigation and Geotechnical Evaluation Services
76 Slate Dock Road
Rhinebeck, New York
ATL Report No. CD10726E-01-06-24

Ladies and Gentlemen:

Enclosed is one digital copy of the referenced report. ATL appreciates the opportunity to provide geotechnical services for your project.

Please note that upon completion of the subsurface investigation, the boreholes were backfilled with on-site soil. It is important that the backfilled boreholes be monitored for settlement or subsidence. This will be the responsibility of Delaware Engineering D.P.C and/or their CLIENT. ATL assumes no liability for loss or damage resulting from borehole settlement.

The soil samples obtained during this investigation will be retained for a period of six months and subsequently discarded, unless otherwise instructed.

Please contact our office should you have any questions or comments on this information, or if we may be of further service. We look forward to our continued association to obtain a successful completion of this project.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Jesse T. O'Dell, EIT
Project Engineer

Enclosures

**SUBSURFACE INVESTIGATION
AND
GEOTECHNICAL EVALUATION**

**PROPOSED WTP UPGRADES
RHINEBECK, NEW YORK**

DELAWARE ENGINEERING D.P.C

**PREPARED FOR: Delaware Engineering D.P.C
28 Madison Avenue Extension
Albany, New York 12203**

**PREPARED BY: Atlantic Testing Laboratories, Limited
301 St. Anthony Street
Utica, New York 13502**

ATL Report No. CD10726E-01-06-24

June 28, 2024

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|---|---------------------------|
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| 2.0 PROJECT DESCRIPTION | 1 |
| 3.0 SITE SURFACE CONDITIONS & GEOLOGY | 2 |
| 4.0 SUBSURFACE INVESTIGATION & SAMPLING METHODOLOGY | 2 |
| 5.0 SITE SUBSURFACE CONDITIONS | 2 |
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| 5.2 Subsurface Water | |
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**SUBSURFACE INVESTIGATION
AND
GEOTECHNICAL EVALUATION**

**PROPOSED WTP UPGRADES
RHINEBECK, NEW YORK**

DELAWARE ENGINEERING D.P.C

1.0 INTRODUCTION

At the request of Anthony Mantas, representing Delaware Engineering D.P.C, and in accordance with our proposal (ATL No. CD998-178-01-24, dated January 19, 2024), Atlantic Testing Laboratories, Limited (ATL) performed a subsurface investigation and geotechnical evaluation for the referenced project.

The purpose of the investigation was to ascertain the general subsurface soil, bedrock, and groundwater conditions at the site, to evaluate the engineering significance of these findings, and to provide recommendations related to the design and construction of the proposed Water Treatment Plant (WTP) upgrades.

The proposed WTP upgrades site is located at 76 Slate Dock Road, Rhinebeck, New York. The approximate project coordinates are N 41°55'37" latitude and W 73°56'44" longitude. A **Site Location Plan** is included in **Appendix A**. All dimensions and elevations referenced in this report are in units of feet, unless otherwise noted.

2.0 PROJECT DESCRIPTION

Based on information provided to ATL by Delaware Engineering D.P.C, the project consists of constructing a new filter building adjacent to the existing chemical room at the Rhinebeck water treatment plant. It is anticipated the structure will be constructed on shallow foundations. The finished floor elevation, anticipated foundation loads, and site grading plans were not provided at the time of report preparation.

3.0 SITE SURFACE CONDITIONS & GEOLOGY

The project site is generally mowed grass area with some trees and shrubbery. The project site is bound to the north and west by existing Rhinebeck Water Treatment Plant structures and to the east and south by forested land. North of the existing WTP is a body of water with an unknown elevation. The site topography appears to slope downward from the east and south towards the body of water north of the existing WTP. East of the existing WTP lies an existing 16-inch water distribution pipe connecting the main facility to a separate structure that will need to be relocated.

The project area is located in the north portion of the Lower Hudson region of New York State. Based on the Surficial Geologic Map of New York, Lower Hudson Sheet, 1989, the project area is generally mantled with lacustrine silt and clay deposited within proglacial lakes generally calcareous and can cause potential land instability with thickness variable up to 100 meters. Based on the Geologic Map of New York, Lower Hudson Sheet, 1970, the project area is underlain by Cambrian age shale and siltstone of the Stuyvesant Falls Formation.

4.0 SUBSURFACE INVESTIGATION & SAMPLING METHODOLOGY

One (1) soil boring was selected by Delaware Engineering D.P.C and staked in the field by representatives of ATL. The boring surface elevations were not provided at the time of the subsurface investigation. A **Boring Location Plan**, prepared by Delaware Engineering D.P.C, depicting the approximate location of the soil borings is included in **Appendix B**.

The boring was advanced utilizing NW (3-inch) inside diameter flush-joint casing, and a tri-cone roller bit using wet rotary methods. Soil sampling and standard penetration testing was performed utilizing a 2-inch outside diameter split spoon sampler and automatic drop hammer in accordance with ASTM D 1586. Soil sampling was performed continuously to a depth of 12 feet below the surface and at 5-foot intervals thereafter to weathered bedrock at a depth of 17 feet below the surface. A 5-foot bedrock core was obtained using an NX-sized, double tube core barrel from approximately 18 to 23 feet below the surface.

The recovered soil samples were visually classified in the laboratory by an engineering technician in general accordance with the Burmister Soil Classification System. The split spoon sampler does not recover material larger than 1 $\frac{3}{8}$ -inch in nominal dimension; therefore, the soil classifications may not be representative of the entire soil matrix. The visual classifications and standard penetration test (SPT) results are presented on the **Subsurface Investigation Logs** included in **Appendix C**.

The boring was backfilled with on-site soil upon completion. It is important that the backfilled borehole be monitored for settlement or subsidence. This will be the responsibility of Delaware Engineering D.P.C and/or their CLIENT. ATL assumes no liability for loss or damage resulting from borehole settlement.

5.0 SITE SUBSURFACE CONDITIONS

The following description of subsurface conditions is based on the subsurface soil, bedrock, and groundwater conditions encountered during this subsurface investigation performed on February 28, 2024. Actual subsurface conditions may vary across the site in both the horizontal and vertical dimensions. Detailed subsurface descriptions are provided on the Subsurface Investigation Log.

5.1 Soil Boring

The soil boring encountered approximately 2 feet of loose (SPT N-Values 4 to 10) fill material at the surface consisting of silt and clay with varying portions of sand and gravel and trace debris (asphalt fragments). Underlying the surficial fill material was stiff (SPT N-Values 8 to 15) clay and silt with varying portions of sand and gravel that extended to a depth of 16 feet. The silt and clay was underlain by very compact (SPT N-Values greater than 50) weathered bedrock that extended to a depth of 18 feet. Greywacke bedrock was cored from 18 to 23 feet. The rock core description is summarized below:

| Boring No. | Run No. | Depth (ft.) | Recovery (%) | RQD (%) |
|------------|---------|-------------|--------------|---------|
| B-1 | 1 | 18 - 23 | 100 | 70 |

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Subsurface water measurements were performed during the subsurface investigation through the cased and open boreholes. The recovered soil samples were also classified for coloration and relative moisture conditions.

Freestanding water was recorded at depths ranging from approximately 3.1 to 4.6 feet below the surface during borehole advancement. After removal of the drill casing, the borehole caved at a depth of approximately 16.8 feet and freestanding water was recorded at a depth of 3.8 feet.

Water was added to the boreholes to advance the borings, therefore, groundwater levels recorded at the time of borehole advancement may not be representative of the actual groundwater condition. Since the borehole was backfilled immediately upon completion, the water levels did not have time to stabilize in the open borehole.

Fluctuations in water levels may occur due to seasonal and climatic variations, changes in surface runoff patterns, construction activity, and subsequent development of the site along with other interrelated factors.

6.0 LABORATORY ANALYSES

Select soil samples were submitted to ATL's geotechnical laboratory for the following physical analyses:

- ◆ Five (5) Water Content Determination of Soil (ASTM D 2216)
- ◆ One (1) Particle Size Analysis without Hydrometer (ASTM D 422)

The laboratory test results are provided on the Subsurface Investigation Logs contained in Appendix C, and provided in **Appendix D, Laboratory Test Reports**.

7.0 GEOTECHNICAL ENGINEERING DISCUSSION & RECOMMENDATIONS

The Geotechnical Engineering Discussion is based on information provided by Delaware Engineering D.P.C and the subsurface conditions outlined in this report.

The following recommendations are presented as the minimum requirements for the design, planning, and construction of the foundation systems. The concepts and geotechnical engineering considerations presented should be considered in project design and construction. These concepts may require alterations to meet the specific design and economic considerations for this project.

7.1 Site Work

Site work will require the stripping of any surficial topsoil, organics and fill within the proposed WTP upgrade footprint. Voids remaining from the removal of any existing structures and utilities should be backfilled with Structural Fill. All new Structural Fill should be placed and compacted in accordance with Section 7.6 of this report.

After the subgrade cuts are performed and prior to placing fill, the exposed subgrade soil should be proof-compacted with a minimum 10-ton vibratory roller, in conditions of low moisture, and proof-rolled. Proof rolling should be conducted using a tandem axle truck with a minimum gross weight of 40,000 lbs. Rollers or low ground pressure construction equipment should not be used for proof rolling. The proof-compaction and proof rolling should be conducted under the observation of the Geotechnical Engineer. Any areas noted to weave or deflect should be over excavated to stable material and replaced, at the direction of the Geotechnical Engineer.

Fill required to raise site subgrades within the footprint of the proposed structures should consist of Structural Fill that is placed and compacted in accordance with Section 7.6 of this report.

Benching, sloping, shoring or other acceptable excavation stabilizing and dewatering methods will be required to provide stable excavations at the site, depending on the depth of the excavations. The contractor must follow excavation safety practices as mandated by 29 CFR Part 1926 (OSHA) and by applicable state regulations.

In planning excavations adjacent to existing buildings, utilities, and pavement structures that are to remain in-place, care must be taken to locate and maintain their stability. The project should be designed to minimize disturbances to existing structures and utilities.

The in-situ soils are considered moisture sensitive and frost susceptible. The subgrade soils may become disturbed by repetitive construction traffic when exposed to excessive moisture. Construction equipment and foot traffic should be limited on exposed subgrades, especially during wetter periods of the year. Site work should be scheduled during drier portions of the year to avoid possible delays and additional costs associated with construction during the wet seasons.

Site surface grading should be designed to convey surface water away from the site structures.

7.2 Foundations

Based on the subsurface soil and groundwater conditions encountered during ATL's subsurface investigation, it is our opinion that the use of shallow foundations is acceptable to support the proposed addition. The foundation excavations should be advanced with a flat-lipped bucket to minimize disturbance to the subgrade soils.

All foundation excavations should be continuously monitored by a Geotechnical Engineer to verify the stability and uniformity of the subgrade soil, to identify the presence of unsuitable soils, and to ensure that adequate soil bearing capacity is obtained.

Shallow foundation excavations should be advanced to stable, native soils a minimum of 4 feet below final exterior grade. Unstable subgrades, or subgrades containing deleterious fill materials should be over excavated to stable material and replaced, under the direction of the Geotechnical Engineer.

Subgrades that become saturated and unstable during construction due to surface or groundwater infiltration should be over excavated 6 inches and a 6-inch layer of NYSDOT Number 2, crushed stone should be placed and compacted on the exposed subgrade. The Number 2, crushed stone should be compacted with four passes of a dual-drum walk-behind vibratory roller; a Wacker DPU 6055 vibrating plate tamper; or equivalent, under the direction of a Geotechnical Engineer. The Number 2 crushed stone will provide a stable working surface and dewatering media if ground or surface water enters the foundation excavations.

Shallow foundations supported on stable native soils, compacted NYSDOT Number 2, crushed stone, and/or compacted Structural Fill that overlies stable, native soils may be designed using an allowable soil bearing pressure of 3000 psf, provided the recommendations presented in this report are followed.

Continuous strip footings should be a minimum 18 inches wide and individual spread footings a minimum 36 inches wide.

Total and differential post construction foundation settlements less than 1-inch and ½-inch, respectively, are estimated provided the recommendations presented in this report are followed.

7.3 Slab-on-Grade

Concrete slabs-on-grade should be supported on a minimum of 8 inches of Slab Subbase that overlies properly prepared subgrade soils as recommended in report Section 7.1. Slabs-on-grade may be designed using a modulus of subgrade reaction of 150 pci.

A vapor retarder should be installed beneath the slabs-on-grade if moisture migration through the concrete slab is of concern for moisture sensitive flooring materials. The vapor retarder should be installed in accordance with the latest ACI 302.1 recommendations.

7.4 Frost Protection

Shallow foundations should extend a minimum of 4.5 feet below final exterior grade to provide adequate frost protection.

7.5 Seismic Considerations

Based on the average field standard penetration test results, a seismic site classification of D has been determined for the project site.

7.6 Backfill and Compaction Recommendations

The on-site soils, excluding deleterious organics and oversize material (particles larger than 4 inches in diameter), may be used as general site (berms, landscapes, green areas) fill. Structural Fill should be utilized as backfill within structure footprints and as foundation backfill.

All controlled fill and backfill should be placed and compacted in lifts not exceeding eight inches in loose thickness, at a moisture content of $\pm 2\%$ of the Optimum Moisture Content, and to densities in excess of 95%, as determined by ASTM D1557, or as directed by the Geotechnical Engineer.

Compaction should be performed with vibratory rollers unless there is concern for damage to adjacent structures or underground utilities.

Structural Fill should consist of a clean, screened, crushed, or bank-run gravel conforming to the following gradation:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 4" | 100 |
| 1/4" | 35-65 |
| #200 | 0-10 |

Subbase should consist of crushed ledge rock conforming to the gradation for NYSDOT Item 703-04, Type 2 Subbase.

The soil parameters presented in the following table may be used for the following backfill materials.

Table of Soil Properties

| Soil Property | Structural Fill | Subbase |
|---|-----------------|---------|
| Angle of Internal Friction ($^{\circ}$) | 32 | 34 |
| Active Earth Coefficient (K_a)* | 0.31 | 0.28 |
| At Rest Earth Coefficient (K_o)* | 0.47 | 0.44 |
| Passive Earth Coefficient (K_p)* | 3.25 | 3.54 |
| Ultimate Coefficient of Sliding Friction | 0.41 | 0.44 |
| Wet Unit Weight (pcf) | 130-140 | 135-145 |

*The Rankine earth pressure coefficients (ultimate values) are for level backfill placed in a fully drained condition.

7.7 General

The contractor must follow excavation safety practices as mandated by 29 CFR Part 1926 (OSHA) and by applicable state regulations.

Construction equipment and foot traffic should be limited on exposed subgrades, especially during wetter periods of the year.

7.8 Dewatering

Perched groundwater may be encountered in shallow foundation and utility excavations, especially during wetter periods of the year. It is anticipated that the perched groundwater encountered in shallow foundation excavations may be controlled by pumping from sumps installed around the perimeter of the excavations.

It will be the contractor's responsibility to maintain adequate water control at all times. Project specifications should clearly indicate that standing water, and/or saturated, unstable soil conditions will not be tolerated in areas to receive foundations or utilities. The project specifications should state that the contractor will not be reimbursed for extras related to the control of water.

All dewatering activities should comply with New York State Department of Environmental Conservation (NYSDEC) storm water discharge requirements and/or applicable federal and local regulations for construction.

7.9 Testing and Inspection

All foundation and site work excavations should be continuously monitored by a Geotechnical Engineer to verify the stability and uniformity of the subgrade soil, and to ensure that adequate soil bearing capacity is obtained.

The final site grading and foundation plans and project specifications should be reviewed by ATL, as the Geotechnical Engineer of Record, to verify that there has not been a misinterpretation of this report and/or ATL's understanding of the project.

We recommend that ATL, as the Geotechnical Engineer of Record, be retained to perform Special Inspections in accordance with the Building Code of New York State during site earthwork and foundation installations. An ATL geotechnical representative familiar with the findings and recommendations of this report will be able to assess the subsurface conditions encountered during construction, provide necessary remedial recommendations, and verify that adequate bearing capacities and proper foundation installation requirements are achieved.

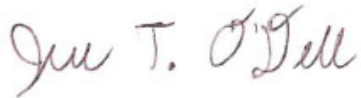
All foundation construction and backfilling should be monitored and tested by an Independent Testing Agency, conforming to ASTM E-329, "Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection." ATL conforms to ASTM E-329 and can be retained to perform required construction phase monitoring and testing services, including applicable Special Inspections and Structural Tests in accordance with the Building Code of New York State.

8.0 LIMITATIONS

The subsurface investigation log and this report in its entirety should be provided to the contractors for information and interpretation. The subsurface investigation log may not be representative of the entire site subsurface condition, but only what was encountered at the individual test locations at the time of the investigation. The subsurface soil, bedrock, and water conditions encountered at the time of construction may be different from those described on the subsurface investigation log.

This report was prepared to present the findings of our subsurface investigation and engineering evaluation, and to outline concepts to be utilized in foundation design and construction. These concepts may require alterations to meet the specific design and economic considerations for this project.

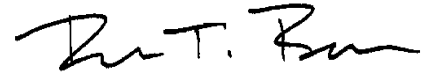
Prepared by:



Jesse T. O'Dell, EIT
Project Engineer

JTO/BTB/jto

Reviewed by:



Brian T. Barnes, PE
Senior Engineer

APPENDIX A
SITE LOCATION PLAN



Site Location Map

Drawn by:
JTO

Scale:
Not to scale

Project No.:
CD 10726

Date:
April 2024

**Delaware Engineering D.P.C
WTP Upgrades
Rhinebeck, NY**



ATLANTIC TESTING LABORATORIES, Limited

| | | | | |
|------------------|----------------|---------------|------------|-----------------|
| Albany, NY | Binghamton, NY | Canton, NY | Elmira, NY | Plattsburgh, NY |
| Poughkeepsie, NY | Syracuse, NY | Rochester, NY | Utica, NY | Watertown, NY |

Exhibit F

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ATLANTIC TESTING LABORATORIES

WBE certified company

Canton
6431 U.S. Highway 11
Canton, NY 13617
315-386-4578 (T)
315-386-1012 (F)
atlantictesting.com

June 28, 2024

Delaware Engineering D.P.C
28 Madison Avenue Extension
Albany, New York 12203

Telephone: 607-432-8073
Email: amantas@delawareengineering.com

Attn: Anthony Mantas
Engineer II

Re: Subsurface Investigation and Geotechnical Evaluation Services
76 Slate Dock Road
Rhinebeck, New York
ATL Report No. CD10726E-01-06-24

Ladies and Gentlemen:

Enclosed is one digital copy of the referenced report. ATL appreciates the opportunity to provide geotechnical services for your project.

Please note that upon completion of the subsurface investigation, the boreholes were backfilled with on-site soil. It is important that the backfilled boreholes be monitored for settlement or subsidence. This will be the responsibility of Delaware Engineering D.P.C and/or their CLIENT. ATL assumes no liability for loss or damage resulting from borehole settlement.

The soil samples obtained during this investigation will be retained for a period of six months and subsequently discarded, unless otherwise instructed.

Please contact our office should you have any questions or comments on this information, or if we may be of further service. We look forward to our continued association to obtain a successful completion of this project.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Jesse T. O'Dell, EIT
Project Engineer

Enclosures

**SUBSURFACE INVESTIGATION
AND
GEOTECHNICAL EVALUATION**

**PROPOSED WTP UPGRADES
RHINEBECK, NEW YORK**

DELAWARE ENGINEERING D.P.C

**PREPARED FOR: Delaware Engineering D.P.C
28 Madison Avenue Extension
Albany, New York 12203**

**PREPARED BY: Atlantic Testing Laboratories, Limited
301 St. Anthony Street
Utica, New York 13502**

ATL Report No. CD10726E-01-06-24

June 28, 2024

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**SUBSURFACE INVESTIGATION
AND
GEOTECHNICAL EVALUATION**

**PROPOSED WTP UPGRADES
RHINEBECK, NEW YORK**

DELAWARE ENGINEERING D.P.C

1.0 INTRODUCTION

At the request of Anthony Mantas, representing Delaware Engineering D.P.C, and in accordance with our proposal (ATL No. CD998-178-01-24, dated January 19, 2024), Atlantic Testing Laboratories, Limited (ATL) performed a subsurface investigation and geotechnical evaluation for the referenced project.

The purpose of the investigation was to ascertain the general subsurface soil, bedrock, and groundwater conditions at the site, to evaluate the engineering significance of these findings, and to provide recommendations related to the design and construction of the proposed Water Treatment Plant (WTP) upgrades.

The proposed WTP upgrades site is located at 76 Slate Dock Road, Rhinebeck, New York. The approximate project coordinates are N 41°55'37" latitude and W 73°56'44" longitude. A **Site Location Plan** is included in **Appendix A**. All dimensions and elevations referenced in this report are in units of feet, unless otherwise noted.

2.0 PROJECT DESCRIPTION

Based on information provided to ATL by Delaware Engineering D.P.C, the project consists of constructing a new filter building adjacent to the existing chemical room at the Rhinebeck water treatment plant. It is anticipated the structure will be constructed on shallow foundations. The finished floor elevation, anticipated foundation loads, and site grading plans were not provided at the time of report preparation.

3.0 SITE SURFACE CONDITIONS & GEOLOGY

The project site is generally mowed grass area with some trees and shrubbery. The project site is bound to the north and west by existing Rhinebeck Water Treatment Plant structures and to the east and south by forested land. North of the existing WTP is a body of water with an unknown elevation. The site topography appears to slope downward from the east and south towards the body of water north of the existing WTP. East of the existing WTP lies an existing 16-inch water distribution pipe connecting the main facility to a separate structure that will need to be relocated.

The project area is located in the north portion of the Lower Hudson region of New York State. Based on the Surficial Geologic Map of New York, Lower Hudson Sheet, 1989, the project area is generally mantled with lacustrine silt and clay deposited within proglacial lakes generally calcareous and can cause potential land instability with thickness variable up to 100 meters. Based on the Geologic Map of New York, Lower Hudson Sheet, 1970, the project area is underlain by Cambrian age shale and siltstone of the Stuyvesant Falls Formation.

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| At Rest Earth Coefficient (K_o)* | 0.47 | 0.44 |
| Passive Earth Coefficient (K_p)* | 3.25 | 3.54 |
| Ultimate Coefficient of Sliding Friction | 0.41 | 0.44 |
| Wet Unit Weight (pcf) | 130-140 | 135-145 |

*The Rankine earth pressure coefficients (ultimate values) are for level backfill placed in a fully drained condition.

7.7 General

The contractor must follow excavation safety practices as mandated by 29 CFR Part 1926 (OSHA) and by applicable state regulations.

Construction equipment and foot traffic should be limited on exposed subgrades, especially during wetter periods of the year.

7.8 Dewatering

Perched groundwater may be encountered in shallow foundation and utility excavations, especially during wetter periods of the year. It is anticipated that the perched groundwater encountered in shallow foundation excavations may be controlled by pumping from sumps installed around the perimeter of the excavations.

It will be the contractor's responsibility to maintain adequate water control at all times. Project specifications should clearly indicate that standing water, and/or saturated, unstable soil conditions will not be tolerated in areas to receive foundations or utilities. The project specifications should state that the contractor will not be reimbursed for extras related to the control of water.

All dewatering activities should comply with New York State Department of Environmental Conservation (NYSDEC) storm water discharge requirements and/or applicable federal and local regulations for construction.

7.9 Testing and Inspection

All foundation and site work excavations should be continuously monitored by a Geotechnical Engineer to verify the stability and uniformity of the subgrade soil, and to ensure that adequate soil bearing capacity is obtained.

The final site grading and foundation plans and project specifications should be reviewed by ATL, as the Geotechnical Engineer of Record, to verify that there has not been a misinterpretation of this report and/or ATL's understanding of the project.

We recommend that ATL, as the Geotechnical Engineer of Record, be retained to perform Special Inspections in accordance with the Building Code of New York State during site earthwork and foundation installations. An ATL geotechnical representative familiar with the findings and recommendations of this report will be able to assess the subsurface conditions encountered during construction, provide necessary remedial recommendations, and verify that adequate bearing capacities and proper foundation installation requirements are achieved.

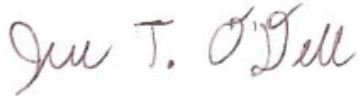
All foundation construction and backfilling should be monitored and tested by an Independent Testing Agency, conforming to ASTM E-329, "Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection." ATL conforms to ASTM E-329 and can be retained to perform required construction phase monitoring and testing services, including applicable Special Inspections and Structural Tests in accordance with the Building Code of New York State.

8.0 LIMITATIONS

The subsurface investigation log and this report in its entirety should be provided to the contractors for information and interpretation. The subsurface investigation log may not be representative of the entire site subsurface condition, but only what was encountered at the individual test locations at the time of the investigation. The subsurface soil, bedrock, and water conditions encountered at the time of construction may be different from those described on the subsurface investigation log.

This report was prepared to present the findings of our subsurface investigation and engineering evaluation, and to outline concepts to be utilized in foundation design and construction. These concepts may require alterations to meet the specific design and economic considerations for this project.

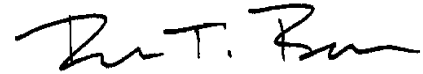
Prepared by:



Jesse T. O'Dell, EIT
Project Engineer

JTO/BTB/jto

Reviewed by:



Brian T. Barnes, PE
Senior Engineer

APPENDIX A
SITE LOCATION PLAN



Site Location Map

Drawn by:
JTO

Scale:
Not to scale

Project No.:
CD 10726

Date:
April 2024

**Delaware Engineering D.P.C
WTP Upgrades
Rhinebeck, NY**

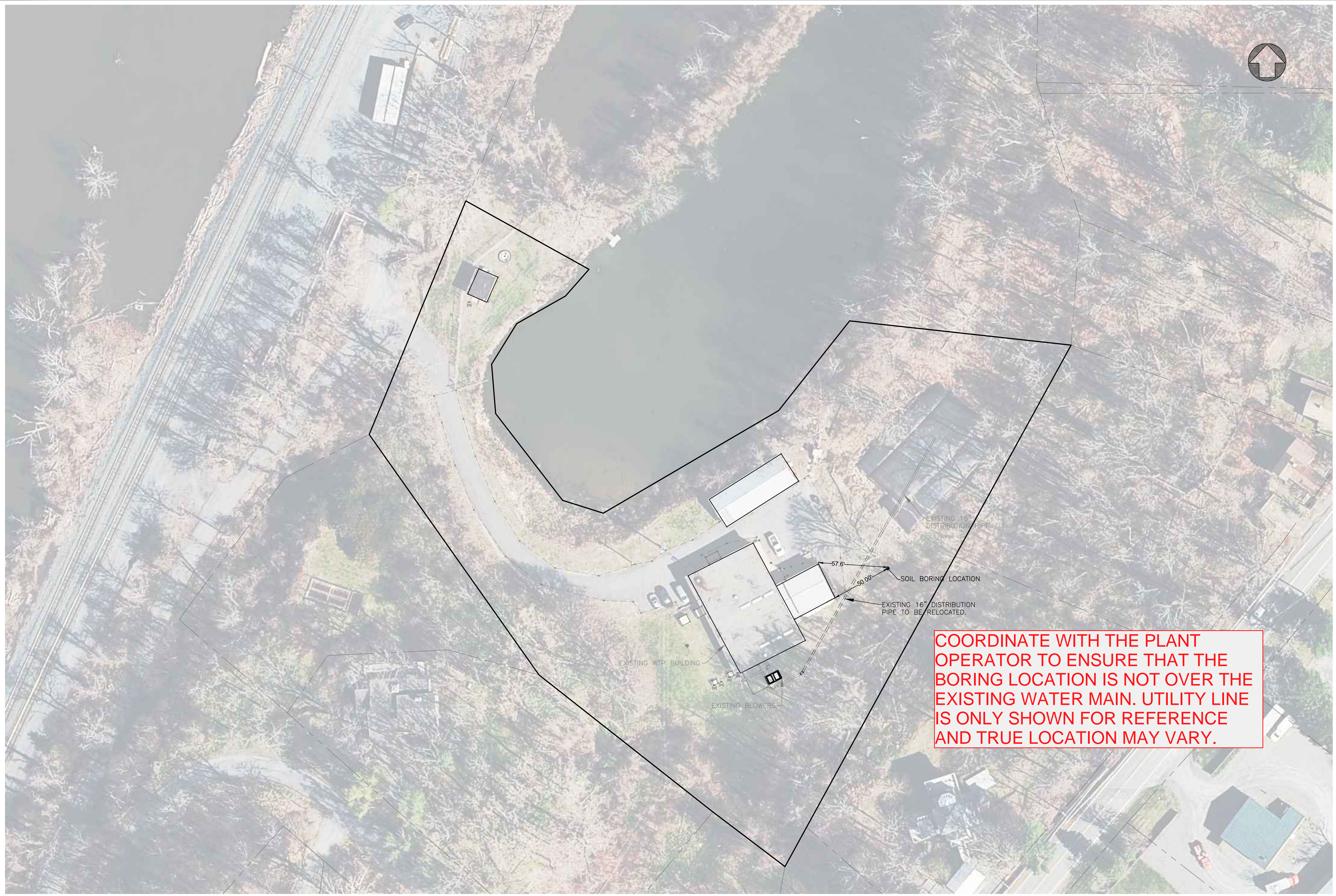


ATLANTIC TESTING LABORATORIES, Limited

| | | | | |
|------------------|----------------|---------------|------------|-----------------|
| Albany, NY | Binghamton, NY | Canton, NY | Elmira, NY | Plattsburgh, NY |
| Poughkeepsie, NY | Syracuse, NY | Rochester, NY | Utica, NY | Watertown, NY |

APPENDIX B
BORING LOCATION PLAN

FILE: H:\DRAWINGS\RHINEBECK\WTP\RHINEBECK_WTP_SITE.DWG Saved: 12/15/2023 3:25:48 PM Plotted: 1/19/2024 5:18:43 PM User: Anthony Mantas LatisSvobBj. mestererg



EXISTING SITE PLAN
SCALE: 1"=40'

COORDINATE WITH THE PLANT OPERATOR TO ENSURE THAT THE BORING LOCATION IS NOT OVER THE EXISTING WATER MAIN. UTILITY LINE IS ONLY SHOWN FOR REFERENCE AND TRUE LOCATION MAY VARY.



| REVISIONS | |
|-----------|-------------|
| NO. | DESCRIPTION |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

RHINEBECK WTP
PLANT IMPROVEMENTS
VILLAGE OF RHINEBECK
DUTCHESS COUNTY, NEW YORK

SITE PLAN KEY MAP

SHEET:
C-001

DATE: 12/15/2023
DRAWN BY:
SCALE:
REVIEWED BY: RF
PROJECT NO.: 22-2486
FILE:

DELAWARE ENGINEERING, D.P.C.
CIVIL AND ENVIRONMENTAL ENGINEERING
28 MADISON AVENUE EXTENSION, ALBANY, NY 12203 - 518.452.1290
55 SOUTH MAIN ST., ONEONTA, NY 13820 - 607.432.8073
1000 STATE ST., MALDEN, MA 02148 - 617.252.1234
8 TOWNSEND STREET, MALDEN, NY 13851 - 607.865.9236
16 EAST MARKET ST., RED HOOK, NY 12571 - 518.452.1290
548 BROADWAY, MONTECELLO, NY 12051 - 845.791.7777

WARNING - IT IS A VIOLATION OF NEW YORK EDUCATION LAW SECTION 7209.2, FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION LAW, SECTION 7209.2.

APPENDIX C
SUBSURFACE INVESTIGATION LOGS

ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Client: Delaware Engineering DPC
 Project: Subsurface Investigation
76 Slate Dock Road
Rhinebeck, New York

Report No.: CD10726E-01-06-24
 Boring Location: See Boring Location Plan

Boring No.: B-1 Sheet 1 of 2

Start Date: 2/28/2024 Finish Date: 2/28/2024

Coordinates _____
 Latitude _____
 Longitude _____
 Sampler Hammer Weight: 140 lbs.
 Fall: 30 in.
 Hammer Type: Automatic

| Groundwater Observations | | | |
|--------------------------|-----------|--------------|--------------|
| Date | Time | Depth | Casing |
| <u>2/28/2024</u> | <u>AM</u> | <u>*3.1'</u> | <u>8.0'</u> |
| <u>2/28/2024</u> | <u>AM</u> | <u>*3.2'</u> | <u>14.0'</u> |
| <u>2/28/2024</u> | <u>PM</u> | <u>*4.6'</u> | <u>14.0'</u> |
| <u>2/28/2024</u> | <u>PM</u> | <u>*3.8'</u> | <u>CAVED</u> |

Ground Elev.: _____ Boring Advance By: NW (3") Casing

Borehole caved at 16.8 feet. *May be affected by water utilized to advance the borehole.

| DEPTH | METHOD OF ADVANCE | SAMPLE NO. | DEPTH OF SAMPLE | | SAMPLE TYPE | BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER | DEPTH OF CHANGE | CLASSIFICATION OF MATERIAL | Recovery (Inches) | |
|-------|---|------------|-----------------|------|-------------|---|-----------------|---|-------------------|--|
| | | | From | To | | | | | | |
| 1 | C S T A N D A R D | 1 | 0.0 | 2.0 | SS | WH/6" 2 6 10 | 2.0 | Brown SILT & CLAY; some cmf Sand; little f Gravel; trace Debris (asphalt fragments) (wet, low plasticity) Fill | 20 | |
| 2 | | 2.0 | 4.0 | SS | 10 6 6 9 | 23 | | | | |
| 3 | | 3 | 4.0 | 6.0 | SS | 5 6 7 7 | 17 | | | |
| 4 | | 4 | 6.0 | 8.0 | SS | 7 7 7 7 | 24 | | | |
| 5 | | 5 | 8.0 | 10.0 | SS | 7 6 6 6 | 18 | | | |
| 6 | | 6 | 10.0 | 12.0 | SS | 7 8 6 7 | 20 | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |
| 10 | | | | | | | | | | |
| 11 | | | | | | | | | | |
| 12 | | | | | | | | | | |
| 13 | | | | | | | | | | |
| 14 | | | | | | | | | | |
| 15 | | 7 | 14.0 | 16.0 | SS | 2 3 5 10 | 16.0 | Brownish-Grey CLAY & SILT; little cmf Sand (wet, medium plasticity) | 13 | |
| 16 | | | | | | | | | | |
| 17 | | | | | | | 18.0 | Encountered WEATHERED BEDROCK at 17.0 feet. Advanced tri-cone roller bit to 18.0 feet and began coring. | | |
| 18 | N X R O C K C O R E (WET) | | 18.0 | 23.0 | NX | RUN 1 | 23.0 | Black GREYWACKE with QUARTZ throughout 60" or 100% Recovery 7 Pieces (48") - 20% Chips and Fragments 4 Pieces longer than 4" (42") - RQD = 70% | 60 | |
| 19 | | | | | | | | | | |
| 20 | | | | | | | | | | |
| 21 | | | | | | | | | | |
| 22 | | | | | | | | | | |
| 23 | | | | | | | | | | |
| 24 | | | | | | | | | | |
| 25 | | | | | | | | | | |

ATL-LOG1 LL CD10726 DELAWARE ENGINEERING - RHINEBECK.GPJ ATL4-08.GDT 6/10/24

SS Split Spoon Sample
 NX Rock Core
 SH Undisturbed Sample (Shelby Tube)
 Estimated Groundwater

Drillers: Jeff Donovan; Owen Norquest
 Inspector: _____

ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Boring No.: B-1

Report No.: CD10726E-01-06-24

Sheet 2 of 2

| DEPTH | METHOD OF ADVANCE | SAMPLE NO. | DEPTH OF SAMPLE | | SAMPLE TYPE | BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER | DEPTH OF CHANGE | CLASSIFICATION OF MATERIAL | RECOVERY (inches) |
|-------|-------------------|------------|-----------------|----|-------------|---|-----------------|--|-------------------|
| | | | From | To | | | | | |
| 26 | | | | | | | | Notes: 1. Borehole backfilled with on-site soils. | |
| 27 | | | | | | | | | |
| 28 | | | | | | | | | |
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| 60 | | | | | | | | | |
| 61 | | | | | | | | | |
| 62 | | | | | | | | | |

ATL-LOG1 LL CD10726 DELAWARE ENGINEERING - RHINEBECK.GPJ ATL4-08.GDT 6/10/24

APPENDIX D
LABORATORY TEST REPORTS



ATLANTIC TESTING LABORATORIES

WBE certified company

LABORATORY DETERMINATION OF MOISTURE CONTENT OF SOILS
ASTM D 2216

PROJECT INFORMATION

Client: Delaware Engineering, DPC
Project: 76 Slate Dock Road

ATL Report No.: CD10726SL-01-04-24
Report Date: April 12, 2024
Date Received: April 5, 2024

TEST DATA

| Boring No. | Sample No. | Depth (ft) | Moisture Content (%) |
|------------|--------------------|-------------|----------------------|
| B-1 | S - 2 ¹ | 2.0 - 4.0 | 21.1 |
| | S - 3 | 4.0 - 6.0 | 25.0 |
| | S - 4 | 6.0 - 8.0 | 24.0 |
| | S - 5 | 8.0 - 10.0 | 27.9 |
| | S - 6 | 10.0 - 12.0 | 26.7 |

REMARKS

1. Sample mass was less than the minimum mass outlined in the referenced test method.

Reviewed By:

Date:

4/15/24



ATLANTIC TESTING LABORATORIES

Particle Size Distribution Report

ASTM D 422

Project: 76 Slate Dock Road

Report No.: CD10726SL-01-04-24

Client: Delaware Engineering, DPC

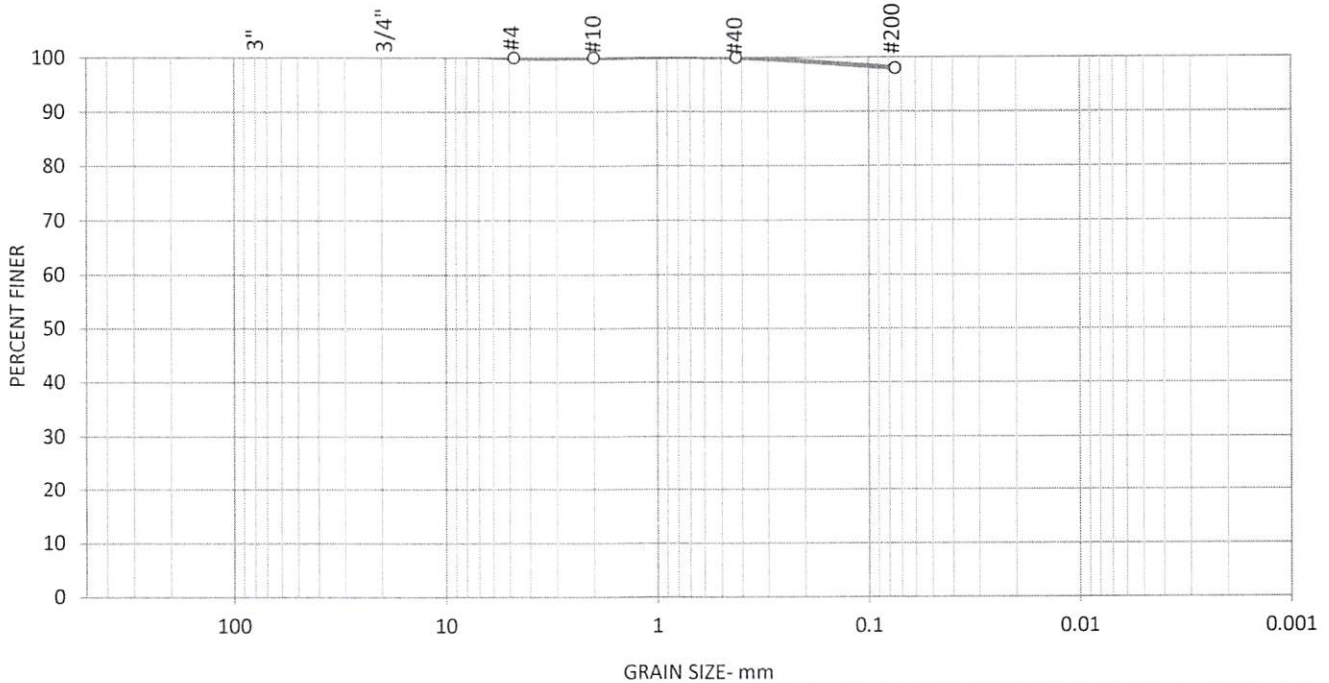
Test Date: 4/12/2024

Sample No: B-1, S-3

Source of Sample: Boring Sample

Location: In-place

Elev./Depth (ft): 4.0 - 6.0



| % Cobbles | % Gravel | | % Sand | | | % Fines | |
|-----------|----------|------|--------|--------|------|---------|------|
| | Coarse | Fine | Coarse | Medium | Fine | Silt | Clay |
| | | | | | 2 | 98 | |

| SIEVE SIZE | PERCENT FINER | SPEC. PERCENT | OUT OF SPEC. |
|------------|---------------|---------------|--------------|
| 4" | | | |
| 3" | | | |
| 2" | | | |
| 1" | | | |
| 3/4" | | | |
| 1/2" | | | |
| #4 | 100 | | |
| #10 | 100 | | |
| #40 | 100 | | |
| #200 | 98 | | |

Soil Description
Brown CLAY & SILT; trace f Sand

Moisture Content = 25.0%

Atterburg Limits
PL= LL= PI=

Coefficients
D₆₀= D₃₀= D₁₀=
C_u= NA C_c= NA

Classification
USCS= AASHTO=

Remarks

ATLANTIC TESTING LABORATORIES, LIMITED

Reviewed by:

Date: 4/15/24

Division 01

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