

# SALT STORAGE SHED

Project Construction Manual

## **PROJECT OWNER:**

THE TOWN OF LEWIS, NEW YORK

## **PROJECT NUMBER:**

P-0025-2017

## **WOODEN STRUCTURE BID**

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# **NOTICE TO BIDDERS**

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Town of Lewis, will accept sealed bids at the Lewis Town Hall until 2:00 P.M. on September 24th, 2019 for a Salt Storage Shed.

Disadvantaged Business Enterprises (DBE's), Minority and Women Business Enterprises (M/WBE's), Service Disabled Veteran-Owned Businesses (SDVOB's) and Section 3 businesses are encouraged to respond.

The bids shall be opened publicly and read aloud on September 24th, 2019 at 2:00 P.M. at the Lewis Town Hall, located at 8574 US Rte 9, Lewis NY 12950. Please contact the Town Clerk at (518) 873-6777 for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained at the above address, on the County's website at:

<https://www.co.essex.ny.us/bidders/publicbids.aspx>.

### TIME OF RESPONSE:

- |   |  |
|---|--|
| • RFP Posted:   | <b>Tuesday, September 3rd, 2019.</b>           |
| • Responses Due:                                      | <b>Tuesday, September 24th by 2:00 pm.</b>     |
| • Town Board Proposal Review & Notification of Award: | <b>Friday, September 27<sup>th</sup>, 2019</b> |
| • Contract Execution estimated:                       | <b>Approx. October 1st, 2019.</b>              |
| • Project Completion:                                 | <b>October 31st, 2019.</b>                     |

All bids submitted in response to this notice shall be marked "SEALED BID – LEWIS SALT STORAGE SHED – WOODEN STRUCTURE" clearly on the outside of the envelope with the bidder's name and address. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by Bid Security in the form of a certified check, bank check, or bid bond in the amount of **five percent (5%)** of the total amount of the bid. The successful bidder will be required to furnish a Performance Bond and a Payment Bond in the statutory form of public bonds required by Section 137 of the State Finance Law, each for one hundred percent (100%) of the amount of the Contract. The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted.

The Town of Lewis affirmatively states that in regard to any contract entered into pursuant to these instructions, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Dated: **August 30th, 2019**

Rob Wick, PMP  
Project Manager, Office of Community Resources  
7533 Court Street – PO Box 217  
Elizabethtown, New York 12932  
(518) 873-3426

# **INSTRUCTIONS TO BIDDERS**

## **EXAMINATION OF DOCUMENTS**

Carefully examine and be familiar with the Contract Documents (as defined in **Article 1.1 of the General Conditions**).

Examine the information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations or judgment of the Contractor.

## **VISIT TO THE SITE**

Bidders will have an opportunity to visit the site of the work on at the site located **behind the Town Hall, adjacent to the Highway Garage at 8574 US Rte 9, Lewis NY; contact the Town Hall during business hours to coordinate a site visit.** Attendance at the site visit is not mandatory in order to bid for the work. Contact one of the Designated Contacts listed on the Notice to Bidders at least **24 hours** in advance of the site visit time to notify of your intent to attend.

Become familiar with restrictions and regulations relating to the work. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract sum.

Contractor will be expected to assume the risk of encountering any subsurface or other latent physical condition which can be reasonably anticipated on the basis of documentary information provided by the Municipality and from inspection and examination of the site.

## **RESOLUTION OF DISCREPANCIES AND AMBIGUITIES**

Direct all questions regarding the intent or meaning of the drawings or specifications to the Contacts as noted in the Notice to Bidders. Any reply to such an inquiry, including the initial questions, will be communicated by Addendum to all bidders who have obtained drawings and specifications. Inquiries that do not follow the above process will not be answered.

Interpretations of Contract Documents by Municipality personnel or the Design Professional are not binding.

## **PREPARATION OF BIDS**

Bidders shall submit bids on the bid form attached hereto, including the Non-Collusive/Procurement Lobbying Bidding Certification. Make no changes of any kind in the bid form phraseology, or anywhere on the bid form. Fill in all blank spaces legibly and in ink. All amounts shall be given in full in both writing and also in figures. In case of a discrepancy between the amount written in words and that given in figures, the amount written in words is binding.

When the Contract Documents require alternate price quotations, indicate the amounts to be added to or deducted from the base bid. If the work is to be performed at no change in cost, indicate the word "NONE". Any bid which fails to indicate a sum or the word "NONE", shall be considered informal and may be rejected.

Sign the bid form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership or corporation on the line provided and place his or her signature after "SIGN BID HERE". The same procedure

shall apply to the bid of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required.

Note in the spaces provided on the bid form, the Addenda, by numbers and dates, which have been received. If no Addenda have been received, insert the word "NONE".

Use street address in addition to a Post Office Box address (if any).

### **BID SECURITY INFORMATION**

Bid Security, in the amount of **five percent (5%)** of the total amount of the Bid, is required to be submitted with the bid as a guarantee that the bidder will enter into the contract if awarded, and that the bidder will furnish all required information to enter into contract within **ten (10) days** after receipt of notice of award. Bid Security shall consist of a bid bond or a certified check or a bank check drawn upon a legally incorporated bank or trust company and payable to the Municipality. The bid bond must be from a Surety company approved by the State. The form of any bid bond and the surety issuing it shall be subject to the approval of the Municipality. The Bid Security of the two lowest bidders will be returned upon the acceptance of Performance and Payment Bonds and the execution of the Contract by the lowest bidder. The Bid Security of all other bidders will be returned as soon as possible after the low bidder is determined.

### **SUBMISSION OF BID**

Submit Bid Form and Bid Security in a sealed envelope.

All bids must be received at or before the time specified in the Notice to Bidders, at the place designated for bid opening.

A late bid will be considered if (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to the mishandling by employees of the Municipality and (2) that absent such mishandling, the bid would have arrived timely. Delays in the U.S. Mail or any other means of transmittal, including couriers or agents of the State, other than employees of the Municipality will not suffice to excuse late arrival.

A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

### **MODIFICATION OF BID**

Bid modifications by amendment may be considered on condition that:

1. The amendment arrives before the time set for the bid opening.
2. The amendment is in writing and signed by the bidder.
3. The bid, as amended, conforms in all respects with the Contract Documents.

### **WITHDRAWAL OF BID**

A bid may be withdrawn at any time prior to the time specified for opening.

After the bid opening, a bid may not be withdrawn prior to the date that is **fifteen (15) days** after such bid opening. Withdrawal of bid prior to such date would be cause for forfeiture of the Security Bond.



Notwithstanding the foregoing, after the bid opening, a bidder may request the withdrawal of the bid on the ground of demonstrable mistake in accordance with New York General Municipal Law § 103-11. Upon prompt written application, the Municipality may conduct a hearing. Each element of § 103-11 must be proven by clear and convincing evidence in order to justify withdrawal. The judgment of the Municipality shall be final and conclusive. Should the judgment be against allowing withdrawal, then the failure of the Contractor to proceed would be cause for forfeiture of their Bid Security.

### **DISQUALIFICATION OF BIDDERS**

The Municipality reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

### **OPENING OF BIDS**

Bids shall be opened as announced in the Notice to Bidders. Bidders or their authorized agents are invited to attend.

### **AWARD OF CONTRACT**

The Contract shall be awarded to the lowest responsible and reliable bidder as will best promote public interest unless all bids are rejected by the Municipality.

If alternates are included in the Bidder's bidding documents, the Municipality reserves the right to accept or reject any or all alternates. The lowest bid will be determined by the sum of the base bid and the accepted alternates in the manner prescribed on the Bid Form.

If alternate base bids are indicated in the bidding documents, the low bid will be determined by the lowest amount bid for any of the alternate base bids.

The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted. In the event that all bids are rejected, each bidder will be so notified.

No later than **fifteen (15) days** after the bid opening, the Municipality shall accept a bid or reject all bids. Written notification of acceptance with the final Contract Documents shall be mailed or delivered to the selected bidder.

If the selected bidder fails to execute and return the Contract Documents without modification with the bidder's Performance and Payment Bonds and Certificate of Insurance, within ten (10) days of receipt of notification, the Municipality shall have the right to reject the bid and select next lowest bidder. In this case, the Bid Security of the first bidder shall be forfeited.

### **INFORMALITIES**

Any bid which fails to conform to the requirements of the Contract Documents may be rejected.

The Municipality may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity.

### **DETERMINATION OF CONTRACTOR'S RESPONSIBILITY**

1. The New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) shall be submitted by the apparent low bidder to the Owner as a condition of contract award.
2. Contractor shall at all times during the contract term remain a responsible vendor. Contractor agrees, if requested by the Municipality, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity to carry out the terms of this contract.
3. The Municipality reserves the right to suspend any or all activities under this contract, at any time, when the Municipality discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contractual activities may resume at such time as the Municipality issues a written notice authorizing resumption of contractual activities.
4. Notwithstanding the provision of Article 15 of the General Conditions of the contract pertaining to Termination and Revocation, upon written notice to Contractor and a reasonable opportunity to be heard with appropriate Municipality staff, this contract may be terminated by the Municipality at Contractor's expense where Contractor is determined by the Municipality to be non-responsible. In such event, the Municipality may pursue available legal or equitable remedies for breach.

### **LIQUIDATED DAMAGES**

The Contract Documents contain a provision that the Contractor will pay liquidated damages for each day of delay in the physical completion of the Work.

### **REFUND OF DEPOSIT FOR CONTRACT DOCUMENTS**

Full refund of the deposit for one set of Contract Documents will be made to Bidders who return the Contract Documents in good condition within **thirty (30) days** following the award of the contract or rejection of the bids covered by such Contract Documents. Non-bidders who have placed deposits for any sets of Contract Documents will be refunded **fifty percent (50%)** of their deposit within **thirty (30) days** following the award of the contract or rejection of the bids covered by the Contract Documents.

Prevailing Wages – This project includes State prevailing wages.

## **WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS**

A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the contract, whether performed by the contractor or the subcontractor is required for all contracts. See **Article 21.4 and 21.5 of the General Conditions** attached hereto. Special attention is called to the insurance requirements contained in the Supplementary Conditions for Contracts attached as **Appendix A**.

## **REQUIRED DOCUMENTS TO PROVIDE WITH BIDS**

- ✓ *Completed Bid Form*
- ✓ *Bidders Certification*
- ✓ *Iran Divestment Act Certification*
- ✓ *Vendor Responsibility Questionnaire*
- ✓ *EEO Policy*
- ✓ *Sexual Harassment Policy*
- ✓ *Proposed Subcontract/Supplier list*
- ✓ *Bid Bond*
- ✓ *References if required*

# **BID FORM**

## BID FORM: SALT STORAGE SHED LUMP SUM

THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY IN THE FORM OF A CERTIFIED CHECK OR A BANK CHECK DRAWN UPON A LEGALLY INCORPORATED BANK OR TRUST COMPANY AND MADE PAYABLE TO THE TOWN IN THE AMOUNT STATED IN THE NOTICE TO BIDDERS.

EACH BID MUST INCLUDE THE FOLLOWING:

- COMPLETED ORIGINAL BID FORM (FULLY EXECUTED – In a sealed Envelope)
- BID SECURITY (5%) IN THE AMOUNT OF \$[\_\_\_\_\_]
- [WICKS EXEMPTION IF CONTRACT AMOUNT IS ABOVE APPLICABLE THRESHOLD]
- Appendix B
- Appendix C
- Draft MWBE/EEO/Section Utilization Plan, as applicable per **Appendix F**

**Project**

SALT STORAGE SHED  
WODDEN STRUCTURE

**Location**

8574 US RTE 9  
TOWN OF LEWIS  
ESSEX COUNTY, NY

**Project Owner**

TOWN OF LEWIS  
8574 US RTE 9  
POB 59  
LEWIS, NY 12950

To whom it may concern:

1. The undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the lump sum price of:

TOTAL BID AMOUNT (Total entered shall be the sum of the above noted Base Bid and Allowance amounts):

***To be filled in by Contractor***

<i>In Words</i>
<i>In Numbers</i>

**In case of Discrepancy between the price in words and that in figures, the price in words will be considered the price bid.**

2. The undersigned agrees to complete the Work per phase of the Contract by the dates noted in the Technical Specifications and Drawings and all Work no later than **thirty (30) days after Contractor receives a notice to proceed with construction from the Municipality**. The Contractor agrees, in the event the Contractor fails to complete all the Work on time, to pay the Municipality liquidated damages, *as stated in the General Conditions*, for each day of delay (per phase) in the physical completion of Work.
3. The undersigned agrees that the bid security shall become the property of the Municipality if this bid is accepted and the bidder does not submit executed copies of the Agreement contained in the Contract Documents within ten (10) days of receipt of a written request. A performance bond and a payment bond, each in an amount equal to the total bid sum, shall be submitted as required with the executed agreements and shall be the statutory form of Public Bonds required by section 137 of the State Finance Law.
4. ***The undersigned hereby certifies his or her compliance with the following:***

## NON-COLLUSIVE / PROCUREMENT LOBBYING BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any other 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 or her knowledge and belief:

- A. The prices of 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.
- D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

\_\_\_\_\_ YES \_\_\_\_\_ NO

- E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

\_\_\_\_\_ YES \_\_\_\_\_ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

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The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

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

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

Print Name: \_\_\_\_\_

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

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

Street Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(If different from Street Address)

Federal I.D. #: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Continued on next page →

If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

<u>Name</u>	<u>Legal Residence</u>
_____ (President / Member / Partner)	_____ _____ _____
_____ (Vice President / Member / Partner)	_____ _____ _____
_____ (Secretary / Member / Partner)	_____ _____ _____
_____ (Treasurer / Member / Partner)	_____ _____ _____



## **BIDDER'S CERTIFICATION**

Name of Bid: \_\_\_\_\_

In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

- a) BIDDER acknowledges that they have read, understand, and agree to all aspects of the terms and specifications as presented without reservation or alteration.
- b) When awarded, the bid package becomes the "Contract Document".
- c) That the organization, its principals, and sub-recipients are not currently suspended or debarred from doing business with the Federal Government.
- d) The BIDDER has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees in accordance with New York State Labor Law §201-g.

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

Vendor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Subscribed to and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

## **LIST OF SUBCONTRACTORS/SUPPLIERS**

**Herewith is the list of subcontractors referenced in the bid submitted by:**

**(Bidder) .....**

To (Owner) \_\_\_\_\_

Dated ..... and which is an integral part of the Bid Form.

The following work will be performed (or provided) by subcontractors/suppliers and coordinated by us:

TRADE	NAME

**LIST OF PROJECT REFERENCES (WHEN REQUESTED)**

NAME	CONTACT INFORMATION

## Bid Bond

**Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.**

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BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name Print Name

\_\_\_\_\_  
Title Title

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

\_\_\_\_\_  
Title Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# **AGREEMENT FORM**

**TO BE EXECUTED BY SELECTED BIDDER ONLY**

This Agreement (the "Agreement") made by and between the **TOWN OF LEWIS**, a municipal corporation, hereinafter referred to as the "Municipality" or the "Subrecipient" and \_\_\_\_\_ **TBA** \_\_\_\_\_, hereinafter referred to as the "Contractor".

W I T N E S S E T H

1) The Contractor agrees that all Contract Documents (as such term is defined in Article 1.1 of the General Conditions) are deemed attached hereto and incorporated in this Agreement. The Contractor agrees to perform the Work in accordance with all Contract Documents incorporated herein for **SALT STORAGE SHED**.

2) The Contractor agrees that the Supplementary Conditions ("Supplementary Conditions") attached as **Appendix A** to the General Conditions shall apply to the Contractor. Contractor further agrees that it shall include such Supplementary Conditions in any subcontract entered into in connection with the Project. The Contractor shall also require all subcontractors to flowdown the Supplementary Conditions to all lower-tiered subcontractors as well as the requirement to flowdown such terms to all subcontractors below the lower-tiered subcontractors.

3) The Contractor agrees to complete the Work no later than **\_thirty (30)\_ days after the Contractor receives a Notice to Proceed with construction from the Municipality.**

4) The Contractor agrees, in the event the Contractor fails to complete all the Work on time, to pay the Municipality liquidated damages as per the **General Conditions, Article 14.10**, for each day of delay in the physical completion of the Work.

5) The Municipality agrees to pay the Contractor in accordance with the Contract Documents and in consideration of the completion of the Work, as follows:

IN WORDS: \_\_\_\_\_

IN NUMBERS: \$\_\_\_\_\_

## **CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the MUNICIPALITY and the CONTRACTOR have executed this Agreement on the date and year indicated.

### **ESSEX COUNTY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: **Jim Monty**  
Title: **Town Supervisor**

### **CONTRACTOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title (print): \_\_\_\_\_

Federal ID Number: \_\_\_\_\_



CONTRACTOR'S SIGNATURE MUST BE NOTARIZED. USE EITHER THE  
INDIVIDUAL, PARTNERSHIP, OR CORPORATION FORM, AS APPROPRIATE

# INDIVIDUAL

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he or she acknowledged to me that he or she executed the same.

Notary Public

## PARTNERSHIP

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself or herself depose and say that he or she is a member of the firm of \_\_\_\_\_, consisting of himself or herself and \_\_\_\_\_, and that he or she executed the foregoing instrument in the firm name of \_\_\_\_\_, had authority to sign same, and did duly acknowledge to me that he or she executed the same as the act and deed of said firm for the uses and purposes mentioned therein.

Notary Public

## CORPORATION

STATE OF NEW YORK     )  
  ) SS.:

COUNTY OF                     )

On this            day of            , 2019, before me personally came  
  , to me known, who being by me duly sworn, did depose and say that he or  
she is the                                     of                                     ,  
the corporation described in and which executed the foregoing instrument; that he or she has  
been duly authorized by the Board of Directors of said corporation to execute the foregoing  
instrument on behalf of said corporation and that he or she signed his or her name thereto by  
order of said corporation for the purposes and uses therein described.

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Notary Public

## **GENERAL CONDITIONS**

# GENERAL CONDITIONS

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7. Appendix G – Prevailing Wage Rate Schedule;

## **ARTICLE 1 – THE CONTRACT DOCUMENTS**

- 1.2 The “Contract Documents” are comprised of the following documents, in the following order of precedence all of which are hereby incorporated by reference and shall hereinafter be referenced as the “Contract.”
1. Notice to Bidders;
  2. Instructions to Bidders;
  3. Agreement;
  4. General Conditions;
  5. Performance Bond;
  6. Payment Bond;
  7. All Required Forms and Certificates of Insurance;
  8. All Addenda issued prior to the receipt of bids;
  9. An Approved M/WBE, SDVOB or Section 3 Utilization Plan, if required;
  10. Appendix A –Supplementary Terms & Conditions;
  11. Appendix B – Iran Divestment Certification;
  12. Appendix C - Vendor Responsibility Questionnaire;
  13. Appendix D – Construction Plans & Specifications;
  14. Appendix E - Contractors Payment Application Form;
  15. Appendix F – Funding Agency Requirements;
  16. Appendix G – Prevailing Wage Rate Schedule;
- 1.3 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral.
- 1.4 The Contract may not be modified except in accordance with the General Conditions.

## **ARTICLE 2 – DEFINED TERMS**

- 2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.
- 2.2 The term “Bid” means the approved prepared bid form on which the Bidder is to submit or has submitted a bid for the Project contemplated.
- 2.3 The term “Bidder” means any individual, firm or corporation submitting a Bid for the Project contemplated, acting directly or through a duly authorized representative.
- 2.4 The term “Bid Security” means the collateral in the form of a certified check, bank check or bid bond to be furnished by the Bidder as a guarantee of his or her ability to procure the minimum equipment and liquid assets specified and that Bidder shall enter into a Contract with the Municipality for the performance of the Work.
- 2.5 The term “Change Order” means a written order to the Contractor signed by the Contractor and the Municipality authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

- 2.6 The term “Comptroller” means the Comptroller of the State of New York.
- 2.7 The term “Contractor” means the person, firm, partnership or corporation executing the Contract or the successor or assignee of the Contractor approved in writing by the Municipal Representative.
- 2.8 The term “Days” shall mean calendar days.
- 2.9 The term “Liquidated Damages” means the total amount of money to be assessed against the Contractor for delay in completion of the Contract. The total amount of such damages shall not exceed the amount per day stipulated in Article 14.10 times the numbers of Days completion is delayed, unless otherwise specified in the Notice to Bidders.
- 2.10 The term “Material” means any approved material acceptable to the Municipality and conforming to the requirements of the Technical Specifications and Drawings. All processes and materials shall at all times be open to inspection and testing by the Municipality and its authorized representatives.
- 2.11 The term “Municipal Representative” means the representative of the Municipality who will have general direction and supervision of the work. The Municipality may designate any person, persons, firm, partnership or corporation to act as Municipal Representative.
- 2.12 The term “Municipality” shall mean the municipal corporation of **the TOWN OF LEWIS**.
- 2.13 The term “Offerer” shall mean the individual or entity, or any employee, agent of consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.
- 2.14 The term “Payment Bond” is a bond guaranteeing prompt payment of monies due to all persons furnishing labor or materials to the Contractor or any Subcontractor in the prosecution of the Work provided for as set forth in State Finance Law Section 137.
- 2.15 The term “Performance Bond” means a written guaranty from a third-party guarantor provided to the Municipality by Contractor upon the award of the Contract to ensure the full performance of the Work and completion of the Project as set forth in the Contract Documents. The form of the Performance Bond is subject to the approval of the Municipality.
- 2.16 The term “Physical Completion Date” means the date upon which the Contractor and the Municipal Representative agree that all deficiencies noted on the final inspection report have been corrected as evidenced by the issuance of the Physical Completion Report.
- 2.17 The term “Physical Completion Report” means the report issued by the Municipal Representative in which all the deficiencies in the Work are noted.
- 2.18 The term “Plan” or “Drawings” means an illustrated graphic that typically includes technical layout information, specification data, and details as required to facilitate the construction of an entire project or smaller unit of work.
- 2.19 The term “Premises” means all land, buildings, structures, or other items of any kind located around or adjacent to the Site and owned, occupied or otherwise used by the Municipality.

- 2.20 The term “Project” means Work at the site carried out pursuant to one or more sets of Contract Documents.
- 2.21 The term “Project Manual” means the combined Notice to Bidders, Instructions to Bidders, Addenda, Bid Forms, Agreement Form, General Conditions, All Appendices, the Summary of and Implementation Guidelines for § 139-J of the State Finance Law, Other Sample Forms, Prevailing Wage Rates, the Technical Specifications and Drawings, and the Bid, issued prior to the receipt of bids.
- 2.22 The term “Provide” means to furnish and install, complete, in place and ready for operation and use.
- 2.23 The term “Samples” are physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard, which the Contractor is required to meet.
- 2.24 The term “Schedule of Values” means a breakdown of the Contract Sum in tabular form that lists the dollar value of individual work items. Schedule to be provided in enough detail to facilitate evaluation of the Payment Application by the Municipality.
- 2.25 The term “Shop Drawings” are drawings, diagrams, illustrations, schedules, test data, performance charts, cuts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and submitted by the Contractor and which illustrate a portion of the Work.
- 2.26 The term “Site” means the area within the contract limit lines as identified in the drawings, or adjacent areas designated in writing by the Municipality. Some contracts might involve separate and distinct sites.
- 2.27 The term “State” means the State of New York.
- 2.28 The term “Subcontractor” means a person, firm, partnership or corporation executing a portion of the Work for the “Contractor,” who has the sole responsibility for his or her performance.
- 2.29 The term “Substantial Completion” means that the Work or major milestones thereof as contemplated by the terms of this Contract are sufficiently complete so that the Site can occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- 2.30 The term “Surety” means the entity which is bound with and for the Contractor, and which is engaged to be responsible for the Contractor’s acceptable performance of the Project for which he or she has contracted and for all Labor, Performance, and Material Bonds.
- 2.31 The term “Technical Specifications” means the body of directions and/or requirements contained in this document, together with all documents of any description, and agreements made (or to be made), pertaining to the methods (or manner), of performing the work and quality (as shown by test records) of accepted materials to be furnished under this Contract.
- 2.32 The term “Work” means the total sum of labor, supervision, materials and equipment necessary for the proper completion of the Contract as set forth in the Contract Documents.

## **ARTICLE 3 – INTERPRETATION OF CONTRACT DOCUMENTS**

- 3.1 The Technical Specifications and Drawings are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Technical Specifications and Drawings. In all cases, labelled dimensions shall take precedence over scaled dimensions, and the larger scale details take precedence over smaller scale drawings. In the case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern.
- 3.2 Upon his or her own initiative or the Contractor's written request, the Municipality may issue written interpretation or drawings necessary for the proper execution or progress of the work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.
- 3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.
- 3.4 The organization of the Technical Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
- 3.5 In the event of conflicting provisions in the Contract Documents, the Technical Specifications shall take precedence over the Drawings.
- 3.6 If during the performance of the Work, the Contractor identifies a conflict in the Contract Documents, or a variation from any applicable statute, rule or regulation, the Contractor shall promptly notify the Municipality in writing of the conflict. The Municipality shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to **Paragraph 3.2** of these General Conditions, as to the interpretation to be followed in the performance of the Work.

## **ARTICLE 4 – SHOP DRAWINGS AND OTHER SUBMITTALS**

- 4.1 Shop Drawings (see **Article 2.26**)
- 4.2 Product data are manufacturer's catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.
- 4.3 Samples are physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard that the Contractor is required to meet.
- 4.4 The Contractor and the Municipality shall adhere to the submittal and scheduling requirements for Shop Drawings, product data and Samples set out in the Technical Specifications and Drawings.
- 4.5 By approving and submitting Shop Drawings and samples, the Contractor represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he or she has checked and coordinated each Shop Drawing and Sample with the requirements of the Contract



Documents.

- 4.6 The Municipality's approval of Shop Drawings, product data and Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Municipality of the deviation in a separate writing at the time of submission and received written approval for the specific deviations. The Municipality's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.
- 4.7 No portion of the Work requiring Shop Drawings, product data or Sample submission shall be commenced until the appropriate submission has been approved by the Municipality.
- 4.8 Any portions of the Work requiring Shop Drawings, product data and Samples shall be installed in accordance with the approved Shop Drawings, product data and Samples.

## **ARTICLE 5 – SCHEDULE**

- 5.1 Each Contractor shall deliver to the Municipality and receive approval prior to commencing work, a detailed schedule concerning his or her operations upon the Project on a form acceptable to the Municipality, which shall indicate completion within the specified time frame, to the satisfaction of the Municipality.
- 5.2 During the term of this Agreement, the Municipality may require any Contractor to modify any schedules which he or she has submitted either before or after they are approved so that:
  - (a) The Work or the Project may be properly progressed.
  - (b) Changes in the Work or the Work of other Contractors are properly reflected in these schedules.

## **ARTICLE 6 – MATERIALS**

- 6.1 All materials, equipment and articles used permanently in the Work that become the property of the Municipality shall be new unless specifically stated otherwise in the Contract.
- 6.2 Except where specifically provided otherwise, whenever any product is specified by the name, trade name, make, model or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality that the Municipality has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents that is approved by the Municipality and which meets the requirements of the Contract Documents provided the Contractor gives timely notice of his or her intent in accordance with the submittal and scheduling requirements.
- 6.3 The Contractor shall have the burden of proving at the Contractor's own cost and expense to the satisfaction of the Municipality that the proposed product is equal to the named product. The Municipality may establish criteria for product approval. The Municipal Representative shall determine in his or her absolute discretion whether a proposed product is to be approved.

- 6.4 If the Contractor fails to comply with the provisions of this Article, or if the Municipal Representative determines that the proposed product is not equal to that named, the Contractor shall supply the product named.
- 6.5 The Contractor shall have and make no claim for the extension of time or for damages because the Municipal Representative requires a reasonable period of time to consider a product proposed by the Contractor or because the Municipal Representative disapproves such a product.
- 6.6 Where optional materials or methods are specified, or where “or equal” submissions are approved, the Contractor shall make all adjustments to contingent work, whether the contingent work be the Work of its contract or the Work of another Contract, necessary to accommodate the option or “or equal” product it selects without extra or additional cost.
- 6.7 The Contractor shall within **48 hours** remove from the Premises all materials rejected by the Municipality as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly substitute satisfactory materials in accordance with the Contract and without expense to the Municipality. In addition, the Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 6.8 Royalties and patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall defend, indemnify and save the Municipality harmless from loss on account thereof, except that the Municipality shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified.
- 6.9 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials. If asbestos is found in installed products not previously approved by the Municipality, then it will be the responsibility of the Contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the Municipality.
- 6.10 The Contractor agrees that if the value of this Contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporate in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

## **ARTICLE 7 – CONTRACTOR'S SUPERVISION**

- 7.1 The Contractor shall designate a competent supervisor for the Work to represent the Contractor at the site at all times with authority to act for the Contractor (“Contractor’s Representative”). The Contractor shall notify the Municipality in writing of the identity of the Contractor’s Representative prior to the commencement of the Work. All directions given the Contractor's Representative shall be as binding as if given to the Contractor.
- 7.2 Should the Municipality deem any employee of the Contractor incompetent or negligent or for any cause unfit for his or her duty, the Contractor shall dismiss such employee and he or she shall not again be employed on the Work.
- 7.3 The Contractor’s use of any Subcontractor shall not diminish the Contractor’s obligations

to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its Subcontractors.

- 7.4 The Contractor shall be responsible for informing its Subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Appendices, the Summary of and Implementation Guidelines for § 139-J of the State Finance Law, the Agreement Form, Other Sample Forms, Federal Labor Standards Provisions, Prevailing Wage Rates, the Technical Specifications and Drawings, the Bid Notice and Instructions to Bidders, and changes made by any other Addenda.

## **ARTICLE 8 – USE OF PREMISES**

- 8.1 If the Premises are occupied, the Contractor, the Contractor's Subcontractors and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.
- 8.2 The Contractor, the Contractor's Subcontractors and their employees shall not have access to or be admitted into any area of the Premises outside the Site except with the written permission of the Municipality.

## **ARTICLE 9 – PERMITS AND COMPLIANCE WITH APPLICABLE LAWS**

- 9.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees, and comply with all laws, rules and regulations applicable to the Work at no additional cost.
- 9.2 Contractor shall comply with all federal and state laws, codes and regulations applicable to the conduct of the activities authorized by this Contract.
- 9.3 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Industrial Board of Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.
- 9.4 In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of **five (5) years** from such

conviction.

- 9.5 The Contractor certifies and warrants that all heavy-duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by New York State Department of Environmental Conservation. Qualification for a waiver under this law will be the responsibility of the Contractor.
- 9.6 During the term of this Contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Municipality, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Municipality, shall be considered a material breach of this Contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor shall include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with this Contract.

## **ARTICLE 10 – INSPECTION AND MATERIAL ACCEPTANCE**

- 10.1 The Municipality will inspect and test the Work at reasonable times at the Site, unless the Municipality determines to make an inspection or test at the place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance. Conducting inspections or tests shall not diminish the Municipality the right to reject the completed Work. The Contractor shall, without charge, promptly correct any Work the Municipality determines does not conform to the Contract Documents unless in the public interest the Municipality consents to accept such Work with an appropriate adjustment in the Contract price. The Contractor shall promptly remove rejected material from the Premises.
- 10.2 If the Contractor does not promptly correct rejected Work including the Work of another contractor or Subcontractor destroyed or damaged by removal, replacement, or correction, the Municipal Representative may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with **Article 15 of General Conditions**.
- 10.3 The Contractor shall furnish promptly, without additional charge, all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests, as the Municipal Representative requires.
- 10.4 The Contractor shall keep the Municipal Representative informed of the progress of the Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Municipal Representative shall be performed in such manner as not to unreasonably delay the Work. The Contractor shall be charged with any additional cost of inspection when the Work is not ready at the time specified by the Municipal Representative for inspection.

- 10.5 Should the Municipal Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Municipal Representative shall compensate the Contractor for additional services involved in such examination and reconstruction. If completion of the Work has been delayed, the contractor may request a suitable extension of time.
- 10.6 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents.
- 10.7 The Contractor shall remedy all defects and pay for the cost of any damage to other Work resulting therefrom, notice of which shall have been provided within a period of **one (1) year** from the Physical Completion Date in accordance with the General Conditions.

## **ARTICLE 11 – CHANGE ORDERS**

- 11.1 The Municipality may make changes by altering, adding to or deducting from the Work, and adjusting the Contract price accordingly. All changes to the Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the Order on Contract. Any change in the Contract sum or time for completion shall be adjusted prior to issuing the Order on Contract.
- 11.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an Order of Contract signed by the Municipality and the Contractor. The Order of Contract shall describe or enumerate the Work to be performed and state the price to be added to or deducted from the Contract sum. If the extent or cost of the Work is not determinable until after the changed Work is performed, the Order on Contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the Order on Contract, the Contractor shall indicate the disagreement in writing on the face of the Order on Contract and promptly proceed in accordance with the Order on Contract.
- 11.3 If the Contractor is directed to perform Work for which the Contractor believes he or she is entitled to an Order of Contract, the Contractor shall give the Municipal Representative prompt written notice and await instructions before proceeding to execute such Work. The Municipal Representative may order the Contractor to execute the Work and proceed under the Disputes Clause.
- 11.4 The value of any Order of Contract shall be determined by one or more of the following methods:
- (a) By acceptance of prices negotiated or established based on estimated cost plus overhead and profit as applicable.
  - (b) By Prices specifically named in the Technical Specifications or Bid Form.
  - (c) By acceptance of agreed unit prices based on estimated cost plus overhead and

profit as applicable.

- (d) By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- (e) By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- (f) By estimate of the value as deducible from the approved detailed estimate.

11.5 Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and materials as defined by **paragraph 11.6**. Overhead shall be considered to include, but not limited to insurance (other than as mentioned in **paragraph 11.6**) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expenses, etc.

11.6 Actual cost of labor and material shall be defined as the amount paid for the following costs, to the extent determined reasonable and necessary:

- (a) Cost of materials delivered to the job site for incorporation into the Contract Work. The value of any material removed and disposed of by the Contractor shall be a credit to the Municipality.
- (b) Wages paid to workers and foreman and wage supplements paid to labor organizations in accordance with current labor agreements.
- (c) Premiums or taxes paid by the Contractor for Worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
- (d) Sales taxes paid as required by law.
- (e) Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Municipal Representative.
  - i. Rented equipment will be paid for at the actual rental cost.
  - ii. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost.
  - iii. When, in the opinion of the Contractor, and as approved by the Municipal Representative, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.
  - iv. Self-owned equipment, including equipment rented from controlled or affiliated companies. The rate on self-owned equipment used for periods of under **five (5) days** will be an hourly rate established by taking any published rate which is mutually acceptable to the Contractor and the Municipal Representative and determining an hourly rate on the basis of **twenty-two (22) days** per month and **eight (8) hours** per day. Equipment used for periods of **five (5) days** or more will be billed at a rate equal to forty-five percent (45%) of the monthly rate. In the alternative, the Municipal Representative may approve for reimbursement a rate representing the allocable costs of ownership.

- 11.7 Regardless of the method used to determine the value of any Order of Contract, the Contractor will be required to submit evidence satisfactory to the Municipal Representative to substantiate each and every item that constitutes his or her proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs.
- 11.8 If the work is done directly by the Contractor, overhead in an amount of ten percent (10%) may be added if method (a), (c), (d) or (e) is used, and to the cost of the labor and materials plus overhead there may be added ten percent (10%) for profit. The percentages for overhead and profit may vary accordingly to the nature, extent and complexity of the Work involved, but in no case shall exceed the percentages set forth in this paragraph and in **paragraph 11.9**. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overhead pay.
- 11.9 If the Work is done by a subcontractor, subcontractor's overhead in the amount of five percent (5%) may be added to the cost of labor and materials if method (a), (c), (d), and (e) is used and to the cost of labor and materials plus overhead there may be added ten percent (10%) for the subcontractor's profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of Orders on Contract exceeds \$75,000, the ten percent (10%) overhead applied to total costs of labor and materials incurred by the prime Contractor shall be reduced to five percent (5%). In addition, on all individual Orders of Contract in excess of \$75,000, the overhead shall be no more than five percent (5%) of the total actual cost of labor and materials incurred by the Contractor, and the combined Contractor's overhead and profit allowance applied to subcontract billings shall be no more than five percent (5%).
- 11.10 The Municipal Representative shall determine by which of the foregoing methods of value of any changes shall be computed.
- 11.11 In computing the value of an Order on Contract which involved additions and deductions of Work and the added Work exceeds the omitted Work, overhead and profit shall be computed on the amount by which the cost of additional labor material exceeds the cost of the omitted labor and material, except no additional overhead and profit shall be allowed on value of work determined by method (b).
- 11.12 In computing the value of an Order of Contract which involves deductions and additions of Work and the omitted work exceeds the added Work, the Contractor will be allowed to retain the overhead and profit on the amount by which the omitted Work exceeds the added Work, except that no overhead and profit shall be retained on value of Work determined by method (b).
- 11.13 The Contractor may retain overhead and profit on an Order of Contract which involved deductions only, except that no overhead and profit shall be considered on value of Work determined by method (b).

## **ARTICLE 12 – SITE CONDITIONS**

- 12.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information

provided in the Contract Documents or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Municipal Representative before any such condition is disturbed. The Municipal Representative shall promptly investigate and, if it is determined that the conditions substantially differ from those that should have been reasonably anticipated, shall make such changes in the Contract Documents as may be required. If necessary, the Contract sum and completion date shall be adjusted by Change Order, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

- 12.2 The Contractor shall protect trees, shrubbery and other natural features or structures within the Premises from being cut, trimmed, or injured, unless directed by the Municipal Representative for preparing the Site for the Work. The Contractor shall prevent employees from tramping in the shrubbery and vehicles from being driven through wooded lands. When necessary, the Contractor shall protect trees adjacent to the premises in a manner satisfactory to the Municipal Representative.
- 12.3 The Contractor shall provide and replant at its own expense trees, shrubbery, and other natural features destroyed or damaged. The Contractor shall conduct its operations within the Premises as directed by the Municipal Representative.

### **ARTICLE 13 – SUSPENSION OF WORK**

- 13.1 Suspension of Work: The Municipal Representative may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Municipal Representative, in his or her sole discretion, may determine ("Suspension Order"). The order shall contain the reason or reasons for issuance that may include but shall not be limited to the following: latent field conditions, substantial program revisions, civil unrest, and acts of God.
  - 13.1.1 Upon receipt of a Suspension Order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
  - 13.1.2 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article shall not increase the cost of performance of the Work of this Contract.
  - 13.1.3 A Suspension Order issued by the Municipal Representative pursuant to this Article shall have duration not to exceed **thirty (30) days**. If the Contractor is not directed to resume performance of the Work affected by said Suspension Order prior to the expiration of **thirty (30) days**, the Contract may be terminated for the convenience of the Municipality and the Contractor shall be reimbursed as provided by **Article 15**.
- 13.2 Stop Work Orders: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Municipal Representative may order Contractor to stop the Work, or any portion



thereof, until the cause for such order has been eliminated; however, this right of the Municipal Representative to stop the Work shall not give rise to any duty on the part of the Municipal Representative to exercise this right for the benefit of Contractor or any other party.

13.2.1 Contractor shall bear all direct, indirect and consequential costs of such order to Contractor to stop Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by the Municipality due to delays to others performing work under a separate contract with the Municipal Representative, and other contractual obligations, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of contract time or recovery of any delay damages due to the order to stop Work.

13.2.2 In the event that Contractor fails to pay such costs within **thirty (30) days** after receipt of an invoice from the Municipality, a Change Order or proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the Contractor may make a claim therefore as provided in **Article 11** of the General Conditions.

#### **ARTICLE 14 – TIME OF COMPLETION AND TERMINATION FOR CAUSE**

14.1 All time limits set forth in this Contract are of the essence. Failure by the Contractor to meet with the Contract deadlines shall be cause for the Municipality to assess Liquidated Damages, **which is \$500/day. for the first (30) days and \$1,000/day thereafter.**

14.2 Termination for Cause. In addition to all other rights of termination provided by law and in this Contract, if any one or more of the following events shall occur, that is to say:

14.2.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 If Contractor makes a general assignment for the benefit of creditors;

14.2.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

14.2.5 If Contractor admits in writing an inability to pay its debts generally as they become due;

14.2.6 If Contractor fails 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 established under **Article 5.1** as revised from time to time or failure to submit an updated schedule as required by **Article 5.2**;

- 14.2.7 If Contractor disregards the authority of the Municipal Representative; or
- 14.2.8 If Contractor filed certification in accordance with New York State Finance Law § 139-k which was intentionally false or intentionally incomplete.
- 14.3 If in the judgment of the Municipal Representative, the Contractor fails or refuses to prosecute the Work in accordance with the Contract or fails to complete the Work within the time provided by the Contract, the Municipal Representative may terminate the Contract by written notice to the Contractor in the manner set forth in **Article 28.2** herein and to the Surety in the manner set forth in the Performance Bond. In such event, the Municipal Representative shall direct the Surety to complete the Work. If the Surety fails or refuses to complete the Work, the Municipal Representative may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the Municipality resulting from the Contractor's failure or refusal to complete the Work in accordance with the Contract or his or her failure to complete the Work within the time provided by the Contract.
- 14.4 If the Municipal Representative terminates the Contract for failure to prosecute the Work, in addition to any damages provided for by law, the delay shall occasion the payment of damages by Contractor which shall consist of Liquidated Damages until the Work is physically completed, plus any increased costs the Municipality incurs in completing the Work.
- 14.5 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:
  - (a) The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of a contract with the Municipality, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and
  - (b) The Contractor shall notify the Municipal Representative in writing of the causes of delay within **ten (10) days** from when the Contractor knew or ought to have known of any such delay.
- 14.6 The Municipal Representative will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Municipal Representative's judgment, the findings of fact justify such an extension, and his or her findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.
- 14.7 If after notice of termination of the Contract, it is determined for any reason that the

Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

- 14.8 The rights and remedies of the Municipality provided in this clause are in addition to any other rights and remedies provided by law or under this Contract, provided that damages for delay incurred by the Contractor shall be as specified in **Articles 14.3 and 14.4**.
- 14.9 The Municipality reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Municipality may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- 14.10 Liquidated Damages: The work represented in this Contract is part of a comprehensive program, undertaken by the Municipality in the belief that the expenditures are justified by the benefits which accrue to the public. If the public does not get the full and complete use of facilities for which the expenditures are made, a resulting financial loss cannot be exactly computed. Accordingly, a deduction, indicated below or in the Notice to Bidders, will be made from the Contract price for every calendar day after the completion date specified in the Contract Documents for which the Contract is not completed in every detail. Said sum, because of the difficulty in determining accurately the loss to the Municipality, is hereby fixed and agreed as the Liquidated Damages that the Municipality will suffer by reason of such delay, and not as a penalty; such Liquidated Damages, as defined for this Project, are understood and agreed to be the actual cost of all extra inspection, salaries of contingent force, and other engineering expenses entailed upon the Municipality as a result of such delay. The Liquidated Damages set forth herein apply only to a delay in completion of the Project and in no way are such damages to be interpreted as being the Municipality's exclusive remedy under the Contract or in Law.
- 14.11 Contractor Responsibility:
  - (a) Contractor shall at all times during the contract term remain a responsible vendor. Contractor agrees, if requested by the Municipality, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance and organizational and financial capacity to carry out the terms of this contract.
  - (b) The Municipality reserves the right to suspend any or all activities under this contract, at any time, when the Municipality discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contractual activities may resume at such time as the Municipality issues a written notice authorizing resumption of contractual activities.
  - (c) Notwithstanding the provision of **Article 14** of the contract pertaining to Termination and Revocation, upon written notice to Contractor and a reasonable opportunity to be heard with appropriate Municipality staff, this

contract may be terminated by the Municipality at Contractor's expense where Contractor is determined by the Municipality to be non-responsible. In such event, the Municipality may pursue available legal or equitable remedies for breach.

## **ARTICLE 15 – TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE MUNICIPALITY**

- 15.1 The Municipal Representative may terminate this Contract whenever in the Municipal Representative's judgment the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The Municipality shall pay the Contractor the sum of:
- (a) The costs actually incurred up to the effective date of such termination,
  - (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under (a) above, and
  - (c) The rate of profit and overhead on (a) and (b). If the Contractor would have sustained a documentable loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.
- 15.2 In no event shall the Contractor's compensation exceed the total Contract amount.
- 15.3 The amount of progress payments made to the Contractor prior to the date of termination was effective shall not be conclusive evidence of costs incurred, but progress payments shall be offset against any payment which the Municipality makes to the Contractor as a result of such termination.

## **ARTICLE 16 – DISPUTES**

- 16.1 The Contractor shall submit any dispute relating to the performance of this Contract to the Municipal Representative, who shall reduce his or her decision to writing and furnish a copy thereof to the Contractor in accordance with **Appendix A – Supplementary Terms & Conditions**. The Contractor shall submit the matter in dispute to the Municipal Representative in writing no more than **fifteen (15) days** after he or she knew or should have known of the facts which are the basis of the dispute.

Upon appeal, the decision of the Municipal Representative shall be final and conclusive unless the decision is fraudulent, capricious, arbitrary or so grossly erroneous as

necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding held pursuant to this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his or her appeal. Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Municipal Representative's decision. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

## **ARTICLE 17 – STATUTORY REQUIREMENTS FOR THE UTILIZATIONS OF DISADVANTAGED BUSINESS ENTERPRISES**

- 17.1 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business (MWBE), Service Disabled Veteran Owned Business (SDVOB) or Section 3 Business Development, New York State Department of Economic Development in accordance with **Part II of the Contract Documents, Section 6 of the Supplementary Conditions.**

## **ARTICLE 18 – SUBCONTRACTS**

- 18.1 Before any part of the Contract shall be sublet, the Contractor shall submit to the Municipal Representative in writing the name of each proposed Subcontractor and supplier and obtain the Municipal Representative's written consent to such Subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Subcontractor by the Municipal Representative without causing delay in the work of the Project.
- 18.2 If the value of the Subcontract is \$10,000 or more, the Contractor shall promptly furnish a "NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)" for each Subcontractor and receive approval of the same prior to delivery of materials or performance of work from this Subcontractor.
- 18.3 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the Contract. Each Contractor shall control and coordinate the work of his or her Subcontractors.
- 18.4 The Contractor shall be responsible for informing the Subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions and the Technical Specifications.

## **ARTICLE 19 - COORDINATION OF SEPARATE CONTRACTS (WICKS LAW AFFECTED PROJECTS)**

- 19.1 The Municipality may award other contracts related to the Work. In that event, the Contractor shall coordinate his or her work with the Work of other contractors in such manner as the Municipality may direct. All contractors shall exchange working drawings, examine them and report any interferences or objections to the Municipal Representative,

in order to avoid delays. Each contractor shall control and coordinate the work of his or her Subcontractors, if any. The Municipality shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

- 19.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Municipal Representative any defects in such work. The failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.
- 19.3 The Municipal Representative shall issue appropriate directions and take such other measure to coordinate and progress the Work as may be reserved to the Municipality in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take. However, the Municipality shall not be liable for mere errors in judgment as to the best course of action to adopt among the alternatives available in any given instance.
- 19.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations and will involve inherent coordination in the progress of any individual contractor's work. Accordingly, the Municipality cannot guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions and understands that he or she shall bear the risk of all ordinary delays caused by the presence or operations of other contractors engaged upon the project, and ordinary delays attendant upon any Municipality approved construction schedule. Should a contractor sustain damage through any act or omission of any other contractor, the contractor shall have no claim against the Municipality.
- 19.5 The Municipality shall not be liable for ordinary delays in any case nor for extraordinary delays that occur due to any contractor's failure to comply with directions of the Municipality or because of the neglect, failure or inability of any contractor to perform his or her work efficiently.
- 19.6 Any claim for extraordinary delay caused by an allegedly unreasonable or arbitrary act, or failure to act, by the Municipal Representative in the exercise of his or her responsibility for supervision and coordination of the Work, shall be waived, released and discharged unless the Contractor whose work is impeded or delayed thereby, shall give notice in writing to the Municipal Representative as promptly as possible and in sufficient time to permit the Municipal Representative to investigate appropriate instructions.
- 19.7 The neglect or refusal of a Contractor to comply with supervisory directions issued by the Municipal Representative pursuant to his or her responsibility for supervision of the Work shall constitute a failure to progress the work diligently in accordance with the Contract requirements and shall justify withholding payments otherwise due, or termination of the Contract as detailed in **Article 15**.
- 19.8 The Contractor shall indemnify the Municipality for damages recovered against the Municipality by another contractor to the extent that any such claim or judgment is the proximate cause of the Contractor's failure to progress the work in accordance with Contract requirements.

## **ARTICLE 20 – RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION**

- 20.1 The Contractor shall faithfully perform and complete all of the work required by the Contract, and has full responsibility for the following risks:
- (a) Loss or damage, direct or indirect; to the Work including the building or structure in which the Work is being performed, or any other construction in progress, whether being performed by any other contractor or by the Municipality, or to any plant, equipment, tools, materials or property furnished, used, installed, or received by the Municipal Representative under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage, the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional costs.
  - (b) Injury to persons (including death resulting therefrom), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be liable under any theory of law.
- 20.2 Contractor assumes all risks in the performance of all activities authorized by this Contract and agrees to defend, indemnify and hold harmless the Municipality, their officers, employees, agents and assigns (hereinafter, collectively the “Indemnitees”) from and against any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Contractor and Contractor’s sub-contractors, vendors, material suppliers, employees, agents, invitees and guests, and/or arising out of Contractor’s conduct and/or Contractor’s performance pursuant to this Contract, provided however that Contractor’s indemnity shall not extend to any claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of, relating to, or in connection with: (i) the negligence of any Indemnatee; or (ii) the Indemnitees’ ordinary upkeep and maintenance of grounds and facilities outside of the Premises. Contractor shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Contract. Contractor’s responsibility under this section shall not be limited to the required or available insurance coverage.
- 20.3 For all purposes hereunder, the Municipality shall not be liable for any injury, loss or damage to Contractor, its agents, servants, sub-contractors, vendors, invitees and guests, or to any person happening on, in or about the Premises or its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Contractor or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the Premises, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the Premises, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of the Municipality.
- 20.4 The Municipality shall not be liable to Contractor, its agents, contractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Contractor or any other person or to the Premises, caused by or resulting from spill or release of gasoline, oil, steam, gas, or

electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the Premises or any body of water within or adjacent to the Premises, or caused by any public or quasi-public work, unless, and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of the Municipality.

- 20.5 The Municipality may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Municipality. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Municipality to retain the whole or any part of such monies due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractor or the Municipality.
- 20.6 The Contractor agrees to make no claim for damages in the performance of the Contract occasioned by any act or omission to act of the Municipality or its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided herein.
- 20.7 The Contractor shall not create or cause to be created any lien, encumbrance or charge upon the Premises, the Municipality or any part thereof. If any mechanics, laborers or similar statutory or common law lien (including tax liens, provided that the underlying tax is an obligation of Contractor by law or by a provision of this Contract) caused or created by Contractor is filed against the Premises, or if any public improvement lien created or caused to be created by Contractor is filed against any assets of, or funds appropriated by the Municipality, then Contractor shall, within **forty-five (45) days** after receipt of notice of the lien, cause it to be vacated or discharged of record by payment, deposit, bond, court order, or otherwise. However, Contractor shall not be required to discharge any such lien if Contractor shall have: (i) furnished the Municipality with, at Contractor's option, a cash deposit, bond, letter of credit (from an institutional lender in a form satisfactory to the Municipality), or other security reasonably satisfactory to the Municipality in an amount sufficient to discharge the lien and all applicable interest, penalties and/or costs; and (ii) brought an appropriate legal proceeding to discharge the lien and is prosecuting such proceeding with diligence and continuity; except that if despite Contractor's efforts to discharge the lien the Municipality reasonably believes the lien is about to be foreclosed and so notifies Contractor, Contractor shall immediately cause such lien to be discharged of record or the Municipality may use the security furnished by Contractor in order to discharge the lien.

## **ARTICLE 21 - INSURANCE**

### **21.1 General Requirements**

- (a) Insurance coverage shall be provided only by an insurance carrier rated A-, Class VII or better throughout the term of this Contract. Such carrier shall be duly licensed in the State of New York.
- (b) All insurance policies and certificates shall include the following provision:



“Consistent with the requirements of Contract Documents and the State of New York, the **TOWN OF LEWIS** is an additional insured”. Simply designating the Municipality as a “certificate holder” shall not constitute compliance with this section.

- (c) All insurance coverage shall be written such that the Municipal Representative is afforded at least **thirty (30) days** prior notice of cancellation of any insurance. No policy shall be changed by endorsement without the knowledge and consent of the Municipal Representative, and, in particular, any notice of cancellation by the insurer shall not be effective until **thirty (30) days** after the said notice is actually received by the Municipal Representative. Any notice shall be addressed to the Municipal Representative and shall be mailed via certified or registered mail and copied to the Municipality as set forth in **Article 28.2**.
- (d) Before commencing the Work, the Contractor shall furnish to the Municipal Representative a certificate or certificates of insurance showing that the Contractor has complied with this clause. In addition, for policies expiring on a fixed date before final acceptance, certificates of insurance showing their renewal must be filed not less than **thirty (30) days** before such expiration date.
- (e) Contractor shall notify the Municipality of any accidents and/or claims, including without limitation accidents or claims involving bodily injury, death or property damage, arising on or within the Premises. Such notice shall be provided in writing as soon as practicable, however in any event within **five (5) days** of Contractor’s receipt of notice of the accident or claim.

## 21.2 Liability Insurance

- (a) Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Contract (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:
  - i. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Construction Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. The Municipality shall be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- ii. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
  - iii. Professional Liability. If the Contractor is engaged in providing professional services under this Contract, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Contract, this professional errors and omissions coverage is not required.
- (b) In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
  - (c) All insurance shall be primary and non-contributory and shall waive subrogation against the Municipality and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by the Municipality, which the Municipality may withhold, condition or deny in its sole and exclusive discretion.
  - (d) The Contractor shall provide Certificates of Insurance to the Municipality prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Contract shall be required to maintain insurance meeting all of the requirements set forth in Section (a) above for items (i)-(iii); however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (A) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (B) reasonable and customary in the industry for similar work or services to those anticipated hereunder.

### 21.3 Builder's Risk Insurance.

- (a) The Contractor shall maintain builder's risk insurance for the completed value of the Contract on the All Risk Form. Builder's Risk insurance applies only to contracts that involve buildings or structures being constructed, erected or fabricated.
- (b) In case the Municipality shall occupy all or any part of any building or buildings included in the Contract prior to the issuance of the final certificate of occupancy, the Contractor shall notify the fire insurance company or companies. Such occupancy by the Municipality shall not require consent of the insurer nor shall the insurer require any rate adjustment as a result of such occupancy.

### 21.4 Worker's Compensation. Proof of Compliance with Workers' Compensation Coverage Requirements: An ACORD form is NOT acceptable proof of workers' compensation

coverage. Contractor shall provide to the Municipality one of the following forms for itself and any subcontractor prior to award:

**Form CE-200**, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required.

**Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the Municipality, or

**Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request this be sent to the Municipality

**Form SI-12** Certificate of Workers' Compensation Self-Insurance

**Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self Insurance

In accordance with New York General Municipal Law § 108, this Contract shall be void and of no effect unless the Contractor secures compensation for the benefit of, and keeps insured during the life of the Contract, employees engaged on the Project, in compliance with the provisions of the New York Workers' Compensation law.

- 21.5 Disability Benefits. Proof of Compliance with Disability Benefits Coverage Requirements: An ACORD is NOT acceptable proof of disability benefits coverage. Contractor shall provide to the Municipality one of the following forms for itself and any subcontractor prior to award:

**Form CE-200**, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required.

**Form DB-120.1**, Certificate of Disability Benefits Insurance

**Form DB-155**, Certificate of Disability Benefits Self Insurance

## **ARTICLE 22 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE**

- 22.1 The Municipality shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Municipal Representative. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given to the Contractor for any cessation of such possession by the Municipality. Such possession or use shall not be deemed an acceptance of any Work. While the Municipality is in such possession, the Contractor, notwithstanding the provisions of **Article 20 of the Contract**, shall be relieved of the responsibility for the risk of loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the Municipality delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of

completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

## **ARTICLE 23 – PAYMENT**

- 23.1 The Contractor may submit monthly payment applications according to **Appendix A – Supplementary Terms & Conditions**, or more frequently if permitted by making a request in writing to the Municipal Representative, on the Contractor Payment Application as provided in **Appendix D**, a requisition for a progress payment for Work performed and materials furnished to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Municipality shall approve and pay the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law or Contract to be retained. The requisition shall be in such form and supported by such evidence and backup documentation as the Municipal Representative may require which includes, but may not be limited to:
- **Submittals noted to be due for approval by Owner and/or Engineer;**
  - **Certified Payrolls on the WH-347 Form;**  
**(<https://www.dol.gov/whd/forms/wh347.pdf>)**
  - **Materials Usage for the Invoiced term, listed by week;**
  - **Construction Photos;**
  - **Monthly Program Reports, such as EEO, M/WBE, SSDVOB, Section 3, etc.**
- 23.2 The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the Municipality shall retain five percent (5%) of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the Municipality shall retain ten percent (10%) of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.
- 23.3 All requisitions for payments shall be submitted to the Municipal Representative. The Municipal Representative shall notify the Contractor of any defect in any requisition within **twenty (20) days** of the receipt of such requisition and shall complete the review and audit of each complete requisition within **forty-five (45) days** of receipt thereof.
- 23.4 The Municipality may refuse to approve the requisition or a portion thereof if in the Municipal Representative's or Municipality's judgment the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.
- 23.5 Payment may be made for approved materials not yet incorporated in the Work in accordance with the Schedule of Values and Section 139(f) of the State Finance Law. Requisitions, which require payment for materials, shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Municipal Representative may reasonably require. The Contractor shall have full continuing responsibility to insure

and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

- 23.6 When the Work is substantially completed, the Contractor shall submit to the Municipal Representative a requisition for payment of the remaining amount of the Contract balance and notarized Waiver of Claims for all Work from the Contractor and any Subcontractors. Upon receipt of such requisition and accompanying Waivers the Municipality shall, except as otherwise provided by this Contract, approve and pay the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the Municipality shall approve, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged.
- 23.7 The final payment will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered.
- 23.8 The final payment will constitute the acceptance of the Work by the Municipality except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.
- 23.9 No payment will be made to a foreign Contractor until the Contractor furnishes satisfactory proof that he or she has paid all taxes required of foreign Contractors under the provisions of the Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the Tax Law.
- 23.10 Acceptance by the Contractor, or by anyone claiming by or through him or her, of the final payment shall constitute and operate as a release to the Municipality from any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act, neglect, or default on the part of the Municipality or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the Municipality not later than **forty (40) days** after the mailing of such final payment. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. Should the Contractor refuse to accept the final payment as tendered by the Municipality, it shall constitute a waiver of any right to interest thereon.
- 23.11 The Contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until the filing occurs.
- 23.12 The Contractor acknowledges that it shall not receive payment on any requests for payment unless the Contractor complies with the Municipality's electronic payment deposit procedures. Payments requested by the Contractor shall only be facilitated via electronic deposit, except where the Municipality has expressly authorized payment by paper check.

## **ARTICLE 24 – AUDITS AND RECORDS**

- 24.1 The Contractor shall maintain on the Site the original certified payrolls or certified transcripts thereof, subscribed and affirmed by the Contractor and all Subcontractors as true under the penalties of perjury, showing the hours and days worked by each worker, laborer or mechanic, the occupation at which he or she worked, the hourly wage rate paid and the supplements paid or provided. The Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to **Article 25 of the General Conditions**.
- 24.2 The Municipality shall have the right to examine all books, records, documents, and other data of the Contractor, any Subcontractor, materialmen or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.
- 24.3 The above materials shall be made available at the office of the Contractor, Subcontractors, materialmen or suppliers at all reasonable times for inspection, audit or reproduction until the expiration of **six (6) years** from the date of the final certificate for the Contract.
- 24.4 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of **six (6) years** from the date of any resulting final settlement.
- 24.5 Records that relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until the disposal of such appeals, litigation or claims.
- 24.6 The Contractor shall insert a clause containing all of the provisions of **Article 24** in all subcontracts or purchase orders issued hereunder.
- 24.7 The Contractor shall make available to the Municipality, upon written request, all records required to be kept by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

## **ARTICLE 25 – LABOR LAW AND PREVAILING WAGES NOTIFICATIONS PROVISIONS**

- 25.1 In addition to any other provisions of this Contract in relation to prevailing wage rates, the Contractor shall be responsible for notifications mandated by law, rule or regulation.
- 25.2 The Contractor shall post, in a location designated by the Municipality, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and

supplements for the occupation at which he or she is working, and all other notices which the Municipality directs the Contractor to post. The Contractor shall provide a surface for such notices, which is satisfactory to the Municipality. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule that is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

- 25.3 The Contractor shall distribute to each worker for this Contract a notice, in a form provided by the Municipality, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the Site. Such notice shall be distributed to each worker in accordance with Labor Law 220 3-a.
- 25.4 In addition to the requirements of **Appendix A**, the Contractor is responsible for any additional costs related to new determinations of the wage rates. The annual determination of the prevailing rates of wages and supplements are usually published on May 31<sup>st</sup> of each year and are in effect July 1<sup>st</sup> through June 30<sup>th</sup>. New determinations shall supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1<sup>st</sup>, regardless of whether the new determination has been received by the Contractor.
- 25.5 If this Agreement and all other agreements for this project exceed \$250,000.00, all workers must complete a ten-hour or more OSHA-approved construction safety and health course.
- 25.6 No worker, in the employ of the Contractor, all Subcontractors or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than **eight (8) hours** in any **one (1) calendar day** and more than **five (5) days** in any **one week**, except in the extraordinary emergencies set forth in the Labor Law.
- 25.7 Pursuant to Labor Law, Section 220-e, the Contractor specifically agrees:
- a. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates.
  - b. That no Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, disability, sex or national origin.

**ARTICLE 26 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON  
CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE  
OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS  
PROVISIONS**

- 26.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the Offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his or her contract or agreement.
- 26.2 New York State Finance Law
- 26.2.1 New York State Finance Law § 139-k(2) requires the Municipality to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous **four (4) years** by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.
- 26.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an Offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of a procurement contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of performing the required Work within the necessary timeframe. The required forms to be completed by the Offerer must be submitted to the Municipality.

## **ARTICLE 27 – NO ASSIGNMENT**

- 27.1 In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Municipality.

## **ARTICLE 28 – MISCELLANEOUS PROVISIONS**

- 28.1 Commencement of Actions: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the date of completion of physical work. The Contractor shall notify the Municipality in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than **thirty (30) days** prior to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the Municipality, within **thirty (30) days** of receipt of such notice, notifies the Contractor of a dispute in writing. Any notice pursuant to this



paragraph shall be sent by the Contractor by Certified Mail and sent to the parties set forth in the Notice provision of this Article.

28.1.1 In the event that the Contractor fails to provide notice as set forth herein or the Municipality disputes the completion date in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

28.1.2 Choice of Law/Damages: This Contract shall be governed and interpreted in accordance with the laws of the State of New York. Any and all claims against the State, the Municipality, the Municipal Representative, employees, officers or agents arising out of this Contract shall be limited to money damages and commenced exclusively in, and subject to the jurisdiction of the New York State Court of Claims or any other court of competent jurisdiction located in Albany County, New York. Any such claim shall not be removed to federal court.

## 28.2 Notice

(a) Unless otherwise indicated in these General Conditions, all notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. via certified or registered United States mail, return receipt requested;
- ii. by facsimile transmission;
- iii. by personal delivery;
- iv. by expedited delivery service; or
- v. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

If to the Municipality:

**THE TOWN OF LEWIS**

8574 US RTE 9

LEWIS, NY 12950

**Phone:** (518) 873-6777

**Fax:** (518) 873-2372

**E-Mail Address:** [townhall@lewisny.com](mailto:townhall@lewisny.com)

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Contract by giving **fifteen (15) days** written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Contract. Additional individuals may be designated in writing by the parties for purposes of

implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

- 28.3 Severability: If any provision, term or condition of this contract is held to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract and the remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable provisions, terms or conditions are not contained herein.
- 28.4 Integration Clause: This Contract shall not be materially amended, changed or otherwise modified except in writing signed by both parties. Except to the extent that documents are incorporated herein by reference, this Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Contract.
- 28.5 Signage: All construction sites must include a sign including all of the items required by applicable law, rule or regulation. All construction signs must also include the name of the project, the name of the Municipality, and a phone number for the public to call to obtain information about the project. This phone number will be maintained by the Municipality.

## **APPENDICES**

- 29.1 The following appendices are attached hereto and hereby made a part of this agreement as if set forth fully herein:
- (a) Appendix A –Supplementary Terms & Conditions;**
  - (b) Appendix B – Iran Divestment Certification;**
  - (c) Appendix C - Vendor Responsibility Questionnaire;**
  - (d) Appendix D – Construction Plans & Specifications;**
  - (e) Appendix E - Contractors Payment Application Form;**
  - (f) Appendix F – Funding Agency Requirements;**
  - (g) Appendix G – Project Federal and/or Prevailing Wage Rate Schedule;**

## **APPENDIX A**

## APPENDIX A.

### Additional Terms and Conditions to Agreement Between

### The TOWN OF LEWIS (“Owner”) and **TBA** (“Contractor”)

The parties hereto agree that the terms and conditions of this **APPENDIX A** shall supersede and control over any and all terms and conditions listed in the order of precedence at **Article 1.1** at page 2.

1. No application for payment shall be deemed complete or approved by Owner, and no progress payment shall be due from Owner, unless Contractor shall have submitted properly executed Public Improvement Lien Releases and Waivers, in a form satisfactory to Owner, signed by all persons who could claim public improvement lien rights on the project in connection with the work, and acknowledging payment of all work, materials and equipment supplied to the project up to and including the last day covered by the application for payment. Lien releases and Waivers from each individual subcontractor and material supplier must be presented prior to the progress payment being made. Owner reserves the right to request further substantiation from Contractor of such payments, including substantiation that all required payments have been made to fringe benefit trust funds for the benefit of employees of employees of Contractor or subcontractors who have provided services to the project in connection with the work, however, Owner’s failure to require such shall not be deemed a waiver or diminution of Owner’s rights.
2. The application for final payment shall not be deemed completed or approved by Owner, and no payment shall be due from Owner until Contractor shall have submitted the following properly executed documents:
  - (1) A General Release from Contractor in favor of Owner;
  - (2) A Final Release and Waiver of any public improvement lien rights of Contractor;
  - (3) A sworn statement by Contractor, and a form satisfactory to Owner, indicating that all subcontractors, materials suppliers, and fringe benefit trust funds for employees of Contractor and subcontractors on the project encompassed by the work, as well as all workers and persons employed in connection herewith, have been paid in full for all labor and work and materials furnished;
  - (4) An Indemnity Agreement whereby Contractor shall defend and indemnify Owner from any and all claims of every and any kind in nature by third parties, including but not limited to materials suppliers, subcontractors, and employees and workers employed in this project; and
  - (5) Final Lien Releases and Waivers from each individual materials supplier and subcontractor.
3. Neither final payment or any remaining retained percentage shall become due until Contractor submits to Owner:
  - (1) Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which Owner or Owner’s property might be responsible or encumbered (less amounts held by Owner) have been paid or otherwise satisfied;
  - (2) A certificate evidencing that insurance required by the contract is to remain in full force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) days** prior written notice has been given to Owner;
  - (3) A written statement that Contractor knows of no substantial reason that the insurance will not be renewed to cover the period required by the contract;
  - (4) Consent of surety, if any, to final payment; and
  - (5) If required by Owner, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, security interests or encumbrance arising out of the contract, to the extent and in such form as may be designated by Owner.

#### 4. CLAIMS AND DISPUTES

4.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim. The written notice of claim must be accompanied by full documentation and proof to substantiate the claim.

4.2 Decision of Owner, its Engineer or Construction Manager. Claims shall be referred initially to Owner, or its Engineer or Construction Manager for action as provided below. A decision by Owner or its Engineer or Construction Manager, shall be required as a condition precedent to litigation of a Claim between Owner and Contractor as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to the execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by Owner or Construction Manager in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Owner or Construction Manager is vacant, (2) Owner or Construction Manager has not received evidence or has failed to render a decision within agreed time limits, (3) Owner or its Engineer or Construction Manager has failed to take action required under **Section 4.3** within **fifteen (15) days** after the Claim is made, (4) **forty-five (45) days** has passed after the Claim has been referred to Owner or its Engineer or Construction Manager or (5) the Claim relates to a mechanic's lien.

4.3 Time Limits on Claims. Claims by either party must be made within **fifteen (15) days** after occurrence of the event giving rise to such Claim or within **fifteen (15) days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing Contractor shall proceed diligently with performance of the Contract and Owner shall continue to make payments in accordance with the Contract Documents.

4.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by Owner except those arising from:

1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents; or
3. Terms of special warranties required by the Contract Documents.

4.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than **fifteen (15) days** after first observance of the conditions. Owner or its Engineer or Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If Owner or its Engineer or Construction Manager determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, Owner shall so notify Engineer and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within **fifteen (15) days** after Owner has given notice of the decision. If Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to Owner or its Engineer or Construction Manager for initial determination.

4.7 Claim for Additional Cost. If Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. If

Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from Owner or its Engineer or Construction Manager, (2) an order by Owner to stop the Work where Contractor was not at fault, (3) a written order for a minor change in the Work issued by Owner or its Engineer or Construction Manager, (4) failure of payment by Owner, (5) termination of the contract by Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed and evaluated in accordance with the procedure established herein and under this Section (4) and Section (5) of these Supplementary Conditions.

## **5. RESOLUTION OF CLAIMS AND DISPUTES**

5.1 Owner or Construction Manager will review Claims and take one or more of the following preliminary actions within **fifteen (15) days** of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when Owner or Construction Manager expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. Owner or Construction Manager may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

5.2 If a Claim has been resolved, Owner or Construction Manager will prepare or obtain appropriate documentation.

5.3 If a Claim has not been resolved, the party making the Claim shall, within **ten (10) days** after Owner or Construction Manager's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by Owner or Construction Manager, (2) modify the initial Claim or (3) notify Owner or Construction Manager that the initial Claim stands.

5.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by Owner or Construction Manager, Owner or Construction Manager will notify the parties in writing that Owner or Construction Manager's decision will be made within **ten (10) days**, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, Owner or Construction Manager will render to the parties Owner or Construction Manager's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, Owner or Construction Manager may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

The parties expressly agree that any and all controversies and claims arising out of this contract will not be referred to arbitration but will be referred and brought in a Court of competent jurisdiction within Owner, New York.

**6. DELAYS.** Owner shall not be liable to Contractor or any subcontractors for claims or damages of any nature caused by or rising out of delays. The sole remedy against Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to those resulting from increased labor or material costs, directions given or not given by Owner, including scheduling of the work, or an account of any delay, or on account of any delay, obstruction or hindrance for any cause whatsoever by Owner, or its agents or any other Contractor on the project, whether or not foreseeable or anticipated. CONTRACTOR AGREES THAT ITS SOLE RIGHT AND REMEDY THEREFORE SHALL BE AN EXTENSION OF TIME, IF APPROPRIATE. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY CONTRACTOR FOR ANY DELAY AGAINST OWNER, CONSTRUCTION MANAGER, OR ITS ENGINEER OR CONSTRUCTION MANAGER BASED ON ANY REASON AND THAT CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

7. Subcontractors and their subcontractors are required to defend, indemnify and hold harmless, to the full extent allowed by law, Owner, any Owner or Construction Manager from and against any and all claims, suits, causes of actions, judgments, etc. arising out of or in any way connected with the subcontractor's performance of the work as well as name Owner, Architect and Construction Manager, if any, as an additional insured on its policies of liability insurance. Subcontractors are to furnish to Owner a duly executed Release of Lien for each progress payment as well as the Final Release, Waiver and Discharge of Lien upon payment due under the subcontract from Contractor.

Contractor shall:

- (1) Comply with its obligation as a Trustee under New York Lien Law Article 3-a,
- (2) Upon receipt of each progress payment, and upon final payment, expend the funds received as required by said Article 3-a, and in particular number 71 thereof,
- (3) Upon request by Owner for proof of such compliance,
- (4) Defend, indemnify and hold harmless Owner from any claims, suits, demands or judgments arising out of any failure to so comply.

In addition to the insurance requirements set forth at **ARTICLE 21**, liability insurance shall include all major divisions of coverage and be on comprehensive basis including, but not limited to:

- (1) Premises operations (including X, C & U coverage as applicable),
- (2) Independent Contractors Protective,
- (3) Products and completed operations,
- (4) Personal injury liability with employment exclusion deleted,
- (5) Contractual, including specific provisions for Contractors obligation to indemnify and defend Owner,
- (6) Owned, non-owned and hired motor vehicles,
- (7) Broad formed property damage including completed operations.

#### 8. **PERFORMANCE AND PAYMENT BONDS**

Contractor shall furnish to Owner, in duplicate, and keep enforced during the term of the Contract, Performance Bonds and Payment bonds guaranteeing that Contractor will perform its obligations under the contract and will pay for all labor and materials furnished for the work and the performance of the work. Such Bonds shall be issued on **Form A1A Document A312** and by a surety acceptable to Owner, shall name Owner as obligee and shall be in an amount equal to 100% of the contract sum. Contractor shall deliver the executed, approved bonds to Owner with its signed contract. The Bond shall be obtained from a surety licensed to business in the State of New York and listed in the latest issue of US Treasury Circular 570. The sufficiency of the bonds is subject to the approval of Owner, and Bonds which are deemed insufficient by Owner may be rejected. Bonds will remain in effect for one year after final completion of the project.

#### 9. **INSURANCE REQUIREMENTS (See also ARTICLE 21)**

Contractor and each of its subcontractors shall provide Workers Compensation and Disability Insurance, Commercial General Liability Insurance, Commercial Automobile Insurance, Umbrella/Excess Liability Insurance, Special Protective and Highway Liability Insurance, Contractor's Risk and all other required insurance shall be pursuant to those requirements set forth in the New York State Department of Transportation Standard Specifications (USC) dated May 1, 2016, more particularly at pages 140-146.

In addition to the above, the insurance shall list the Owner as an additional insured on a primary and non-contributory basis and certificate holder. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law, Contractor and subcontractors waive all rights of subrogation against Owner and will have the General Liability, Umbrella Liability and Workers Compensation Policies endorsed setting forth this waiver of subrogation. Contractor agrees to indemnify Owner from all applicable deductibles.

#### 10. **COMPLIANCE WITH ADDITIONAL MUNICIPAL, STATE OR FEDERAL REQUIREMENTS AND FUNDING REQUIREMENTS**

Contractor agrees to comply with any and all rules, regulations, procedures, laws, statutes and requirements required of any funding agency funding any portion of this project, as well as any municipal, state or federal agency having jurisdiction or control of this project. It shall be the responsibility of both Owner and the Contractor to make themselves aware of these requirements prior to beginning work.

It is recognized that this project is funded by **Dormitory Authority of the State of New York (DASNY) grant** and

Contractor agrees to comply with any and all terms, conditions and requirements of the grant and Contractor acknowledges that is permitting the same.

**11. DEFENSE & INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the Owner to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the Owner for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement.

**12. OWNER'S RIGHT TO SET-OFF**

The Owner shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Owner's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the Owner with regard to this contract, any other contract with any Owner department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Owner for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Owner shall exercise its set-off rights in accordance with normal Owner practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the Owner's Board or its designated representative.



### Introduction

New York State is a national leader in the fight against sexual harassment and is partnering with employers across the state to further our commitment to ending sexual harassment in the workplace.

This toolkit will provide you step-by-step guidance to implementing the required training and sexual harassment policy, directing you to resources available through New York State and the relevant state agencies.

These resources are all available on the State's Combating Sexual Harassment in the Workplace website: [www.ny.gov/programs/combating-sexual-harassment-workplace](http://www.ny.gov/programs/combating-sexual-harassment-workplace).

### What are the New Requirements?

The 2019 New York State Budget includes the nation's strongest and most comprehensive sexual harassment package, including new resources and requirements for employers. There are two key components under this law:

#### Policy (see pages 2-4)

Under the new law, every employer in New York State is **required to establish a sexual harassment prevention policy**. The Department of Labor in consultation with the Division of Human Rights has established a model sexual harassment prevention policy for employers to adopt, available at [www.ny.gov/programs/combating-sexual-harassment-workplace](http://www.ny.gov/programs/combating-sexual-harassment-workplace). Or, employers may adopt a similar policy that meets or exceeds the minimum standards of the model policy ([www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy](http://www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy)).

#### Training (see pages 5-6)

In addition, every employer in New York State is **required to provide employees with sexual harassment prevention training**. The Department of Labor in consultation with the Division of Human Rights has established this model training for employers to use. Or, employers may use a training program that meets or exceeds the minimum standards of the model training ([www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements](http://www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements)).

## **Policy: Implementation**

All employers must adopt and provide a sexual harassment prevention policy to all employees by **October 9, 2018**.

### **If you want to adopt the State Model Policy:**

- The State Model Policy contains fields for you to list your business name and the name/contact information for the individual(s) you have designated to receive sexual harassment complaints. Fill in those fields and apply whatever branding (e.g., logos, etc.) you like. You may choose to modify the policy to reflect the work of your organization and industry specific scenarios or best practices.
- Distribute the policy to all employees in writing or electronically. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.

### **If you already have a policy and do NOT want to adopt the State Model Policy:**

- Use the checklist on the next page to ensure your policy meets or exceeds the required minimum standards.
- If it already meets those standards, ensure it already has been or will be distributed to employees by October 9, 2018. All future new employees should receive the policy before commencing work.
- Ensure your complaint form and process are up to date and that employees are made aware of it as part of the policy.
- If you do not have a complaint form, a model is available online: [www.ny.gov/combating-sexual-harassment-workplace/employers#model-complaint-form](http://www.ny.gov/combating-sexual-harassment-workplace/employers#model-complaint-form)
- Review the online FAQs, which outline numerous common questions that may arise: [www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions](http://www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions)
- Distribute a copy of your finalized policy to all employees in writing. This may be done electronically, for example, by email. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.
- You are also encouraged to provide the policy and training to anyone providing services in the workplace.

**If you do NOT yet have a policy:**

- Download the model policy, available online: [www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy](http://www.ny.gov/combating-sexual-harassment-workplace/employers#model-sexual-harassment-policy)
- Customize the document by filling in the employer name, person or office designated to receive complaints and appropriate contact information, as highlighted throughout.
- You may choose to modify the policy to reflect the work of your organization and industry specific scenarios or best practices.
- Review the online FAQs, which outline numerous common questions that may arise: [www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions](http://www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions)
- Distribute a copy of your finalized policy to all employees in writing. This may be done electronically, for example, by email. Employers are also encouraged to have employees acknowledge receipt of the policy, and to post a copy of the policy where employees can easily access it.
- You are also encouraged to provide the policy and training to anyone providing services in the workplace.

## **Policy: Minimum Standards Checklist**

An employer that does not use the State model policy -- developed by the State Department of Labor and State Division of Human Rights -- must ensure their policy meets or exceeds the following minimum standards.

The policy **must**:

- ☐ Prohibit sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- ☐ Provide examples of prohibited conduct;
- ☐ Include information concerning the federal and state statutory provisions concerning sexual harassment, remedies available to victims of sexual harassment, and a statement that there may be applicable local laws;
- ☐ Include a complaint form;
- ☐ Include a procedure for the timely and confidential investigation of complaints that ensures due process for all parties;
- ☐ Inform employees of their rights of redress and all available forums for adjudicating sexual harassment complaints administratively and judicially;
- ☐ Clearly state that sexual harassment is considered a form of employee misconduct and that sanctions will be enforced against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue; and
- ☐ Clearly state that retaliation against individuals who complain of sexual harassment or who testify or assist in any investigation or proceeding involving sexual harassment is unlawful.

## **Training: Instructions for Employers**

All employers are required to train current employees by October 9, 2019. New employees should be trained as quickly as possible. In addition, all employees must complete sexual harassment prevention training at least once per year. This may be based on calendar year, anniversary of each employee's start date or any other date the employer chooses.

### **If you already have a training:**

- Use the checklist on the next page to ensure your training meets or exceeds the required minimum standards.
- If your existing training does not, it should be updated to include all the listed elements. You may also provide supplemental training to employers who have already completed the training to ensure they have received training that meets or exceeds the minimum standards.
- Review the online FAQs, which outline numerous common questions that may arise: [www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions](http://www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions)

### **If you do NOT yet have a training:**

- Download the model training, available online: [www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements](http://www.ny.gov/combating-sexual-harassment-workplace/employers#training-requirements).
  - You may execute this training in a variety of ways, including live in person, via webinar or on an individual basis, with feedback as outlined in the training guidance document.
  - Depending on how you choose to present your training, you may utilize different available resources. For example, if you do a live presentation, you should download the PowerPoint and read the script that appears in the "Notes" of each slide.
  - If you choose to train employees with the video, you may direct them to watch it online or download it and show to a group, after which you would provide them a mechanism for feedback, as outlined in the training guidance document.
- Customize the training document(s) and modify them to reflect the work of your organization, including industry specific scenarios or best practices.
- The training should detail any internal process employees are encouraged to use to complain and include the contact information for the specific name(s) and office(s) with which employees alleging harassment should file their complaints.
- You may wish to include additional interactive activities as part of the training, including an opening activity, role playing or group discussion(s).
- Review the online FAQs, which outline numerous common questions that may arise: [www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions](http://www.ny.gov/combating-sexual-harassment-workplace/combating-sexual-harassment-frequently-asked-questions)

## **Training: Minimum Standards Checklist**

An employer that does not use this model training -- developed by the State Department of Labor and State Division of Human Rights -- must ensure their training meets or exceeds the following minimum standards.

The training **must**:

- ☐ Be interactive (*see the model training guidance document for specific recommendations*);
- ☐ Include an explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- ☐ Include examples of unlawful sexual harassment;
- ☐ Include information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to targets of sexual harassment;
- ☐ Include information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- ☐ Include information addressing conduct by supervisors and additional responsibilities for supervisors.

## **APPENDIX B**

**Attachment "D"**  
**Certification Pursuant to Section 103-g**  
**Of the New York State**  
**General Municipal Law**

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

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Signature

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Title

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Company

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Date



## **APPENDIX C**

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

### DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

### RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### BUSINESS ENTITY INFORMATION

<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

### I. BUSINESS CHARACTERISTICS

1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:			
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )	Date of Incorporation		
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized		
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration		
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established		
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?		
g) <input type="checkbox"/> Other	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable <i>(enter N/A, if not applicable)</i> :		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☐ Yes ☐ No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY – CONTRACT AWARD

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### V. INTEGRITY – CONTRACT AWARD

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

*For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VI. CERTIFICATIONS/LICENSES

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

- |  |  |
|--|--|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

*For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

- |  |  |
|--|--|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.1 Been the subject of:<br>(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or<br>(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.4 Had a New York State Labor Law violation deemed willful?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

<p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

***If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.***

***Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:***

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <ul style="list-style-type: none"> <li>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</li> <li>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*



## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☐ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.) ☐ Yes ☐ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

*If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.*

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year )  
Gross Sales

2nd Year (Indicate year )  
Gross Sales

3rd Year (Indicate year )  
Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:  
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year )  
Amount

2nd Year (Indicate year )  
Amount

3rd Year (Indicate year )  
Amount

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls).  
(This information must be attached.)

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

*If "Yes," indicate the question number(s) and explain the basis for the claim.*

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

#### The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

**NEW YORK STATE**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b>							
<b>1.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
<b>2.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
<b>3.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
<b>4.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
<b>5.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

**NEW YORK STATE**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b>							
<b>6.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
<b>7.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
<b>8.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
<b>9.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
<b>10.</b>	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

**NEW YORK STATE**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:****NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

1.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
2.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
3.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
4.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		

**NEW YORK STATE**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:****NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

<b>5.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>6.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>7.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>8.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		

**NEW YORK STATE**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:****NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

<b>9.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
<b>10.</b>	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

<b>Grand Total All Uncompleted Contracts</b>	<b>\$0.00</b>
--	---------------



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

As of Date: \_\_\_\_\_

**ASSETS**

Current Assets

1. Cash		\$	_____	-
2. Accounts receivable - less allowance for doubtful accounts	\$	_____	-	
Retainers included in accounts receivable	\$	_____	-	
Claims included in accounts receivable not yet approved or in litigation	\$	_____	-	
Total Accounts Receivable		\$	_____	-
3. Notes receivable - due within one year		\$	_____	-
4. Inventory - materials		\$	_____	-
5. Contract costs in excess of billings on uncompleted contracts		\$	_____	-
6. Accrued income receivable				
Interest	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Accrued Income Receivable		\$	_____	-
7. Deposits				
Bid and Plan _____	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Deposits		\$	_____	-
8. Prepaid Expenses				
Income Taxes	\$	_____	-	
Insurance	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Prepaid Expenses		\$	_____	-
9. Other Current Assets				
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Other Current Assets		\$	_____	-
10. Total Current Assets				\$ _____ -
11. Investments				
Listed securities-present market value	\$	_____	-	
Unlisted securities-present value	\$	_____	-	
Total Investments				\$ _____ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total		\$	-
Less: Accumulated depreciation		\$	-
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets			\$ -

14. TOTAL ASSETS

\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

**LIABILITIES**

Current Liabilities

15. Accounts payable	\$	_____	-
16 a. Loans from shareholders - due within one year	\$	_____	-
16 b. Other Loans - due within one year	\$	_____	-
17. Notes payable - due within one year	\$	_____	-
18. Mortgage payable - due within one year	\$	_____	-
19. Other payables - due within one year			
Other (list) _____	\$	_____	-
_____	\$	_____	-
_____			
Total Other Payables - due within one year	\$	_____	-
20. Billings in excess of costs and estimated earnings	\$	_____	-
21. Accrued expenses payable			
Salaries and wages	\$	_____	-
Payroll taxes	\$	_____	-
Employees' benefits	\$	_____	-
Insurance	\$	_____	-
Other	\$	_____	-
Total Accrued Expenses Payable	\$	_____	-
22. Dividends payable	\$	_____	-
23. Income taxes payable			
State	\$	_____	-
Federal	\$	_____	-
Other	\$	_____	-
Total Income Taxes Payable	\$	_____	-
24. Total current liabilities	\$	_____	-
25. Deferred income taxes payable			
State	\$	_____	-
Federal	\$	_____	-
Other	\$	_____	-
Total Deferred Income Taxes	\$	_____	-
26. Long Term Liabilities			
Loans from shareholders - due after one year	\$	_____	-
Other Loans - due within one year			
Principle	\$	_____	-
Interest	\$	_____	-
Notes payable - due after one year	\$	_____	-
Mortgage - due after one year	\$	_____	-
Other payables - due after one year	\$	_____	-
Other (list) _____	\$	_____	-
_____	\$	_____	-
_____			
Total Long Term Liabilities	\$	_____	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

27. Other Liabilities

Other (list) _____	\$ _____
_____	\$ _____
_____	_____

Total Other Liabilities

\$ \_\_\_\_\_

28. TOTAL LIABILITIES

\$ \_\_\_\_\_

**NET WORTH**

29. Net Worth (if proprietorship or partnership)

\$ \_\_\_\_\_

30. Stockholders' Equity

Common stock issued and outstanding	\$ _____
Preferred stock issued and outstanding	\$ _____
Retained earnings	\$ _____
Total	\$ _____
Less: Treasury stock	\$ _____

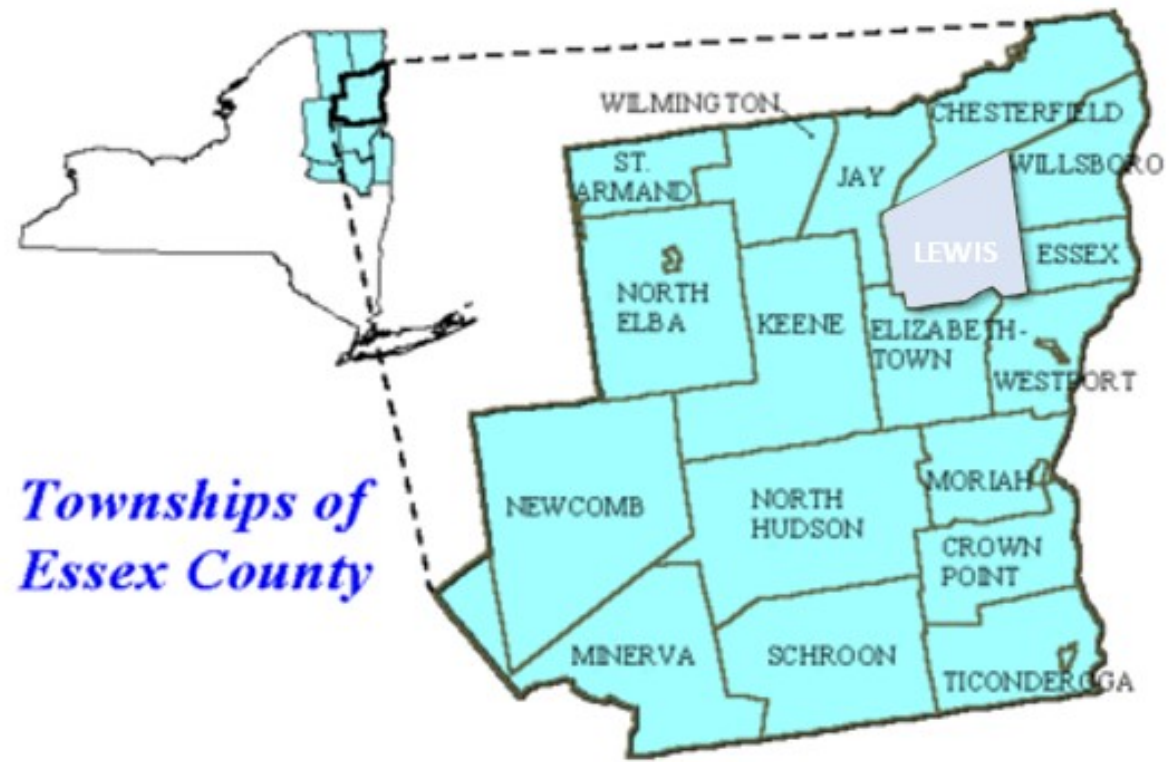
31. TOTAL STOCKHOLDERS' EQUITY

\$ \_\_\_\_\_

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$ \_\_\_\_\_

## **APPENDIX D**

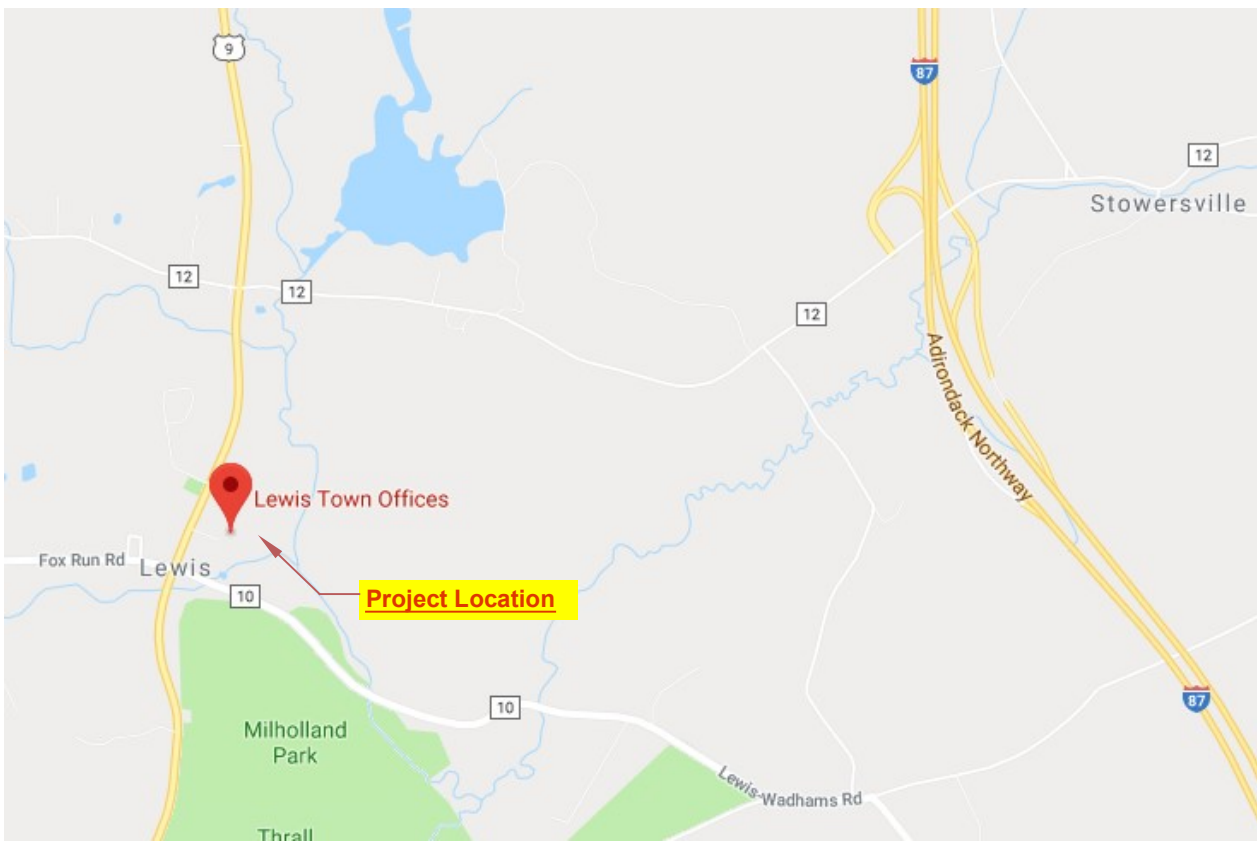


*Townships of  
Essex County*

1  
S001

## PROJECT AREA

SCALE: NTS



2  
S001

## PROJECT LOCATION

SCALE: NTS

# TOWN OF LEWIS SALT STORAGE SHED ESSEX COUNTY, NY

PROJECT #: P-0025-2017  
(CONTRACT: WOOD FRAME)

### GENERAL NOTES:

THE CONTRACTOR IS RESPONSIBLE FOR ALL LAYOUT OF WORK AT THE SITE. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS WITH EXISTING STRUCTURAL ELEMENTS AND FACILITIES. ANY discrepancies SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

THE CONTRACTOR IS RESPONSIBLE FOR MEANS, METHODS AND SEQUENCING OF CONSTRUCTION, including ALL SAFETY AND SECURITY AT THE PROJECT SITE.

UNLESS NOTED OTHERWISE THE OWNER IS RESPONSIBLE FOR LAND SURVEYS, TOPOGRAPHIC SURVEYS, BOUNDARY AND PROPERTY SURVEYS. THE OWNER IS RESPONSIBLE FOR ZONING AND PLANNING BOARD APPROVALS AND PERMITS.

THESE PROJECT DRAWINGS ARE supplemented BY SEPARATE STANDARD SPECIFICATIONS IN THE PROJECT MANUAL WHICH ESTABLISH THE MINIMUM STANDARD OF MATERIALS AND WORKMANSHIP. IF THERE IS ANY CONFLICT BETWEEN THE DRAWINGS AND specifications, THE MOST STRINGENT REQUIREMENT SHALL TAKE PRECEDENCE.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL SUB-CONTRACTORS, SUPPLIERS, VENDORS, DELIVERIES, OFF-LOADING AND HANDLING OF ALL MATERIALS AND EQUIPMENT.

### LOAD COMBINATIONS ACCORDING TO NYS BUILDING CODE:

GROUND SNOW LOAD = 70 PSF  
SNOW EXPOSURE FACTOR = 1  
SNOW IMPORTANCE FACTOR = 1.1  
THERMAL FACTOR =  
DRIFT, SLIDING & UNBALANCED SNOW LOADS PER ASCE 7-05

SEISMIC OCCUPANCY category =  
SEISMIC DESIGN category =  
SMS = 0.422      SM1 = 0.173G

NYS BUILDING CODE (PER ASCE 7-05) FOR MAIN WIND FORCE RESISTING SYSTEM AND COMPONENT FORCES.  
EXPOSURE category = B  
WIND IMPORTANCE FACTOR =  
OCCUPANCY category  
3 SECOND GUST BASIC WIND SPEED = 90 MPH  
INTERNAL PRESSURE COEFFICIENT = 0.18



ESSEX COUNTY  
DEPARTMENT OF PUBLIC  
WORKS

PROJECT: TOWN OF LEWIS  
SALT STORAGE SHED

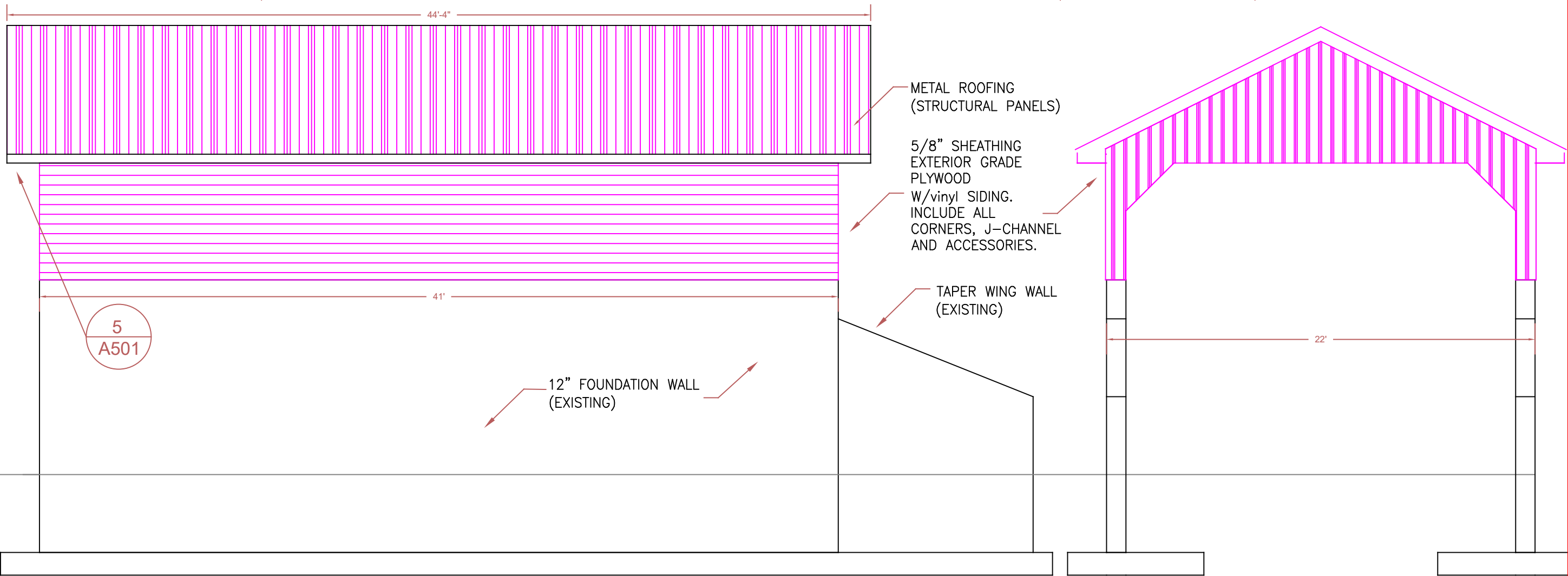
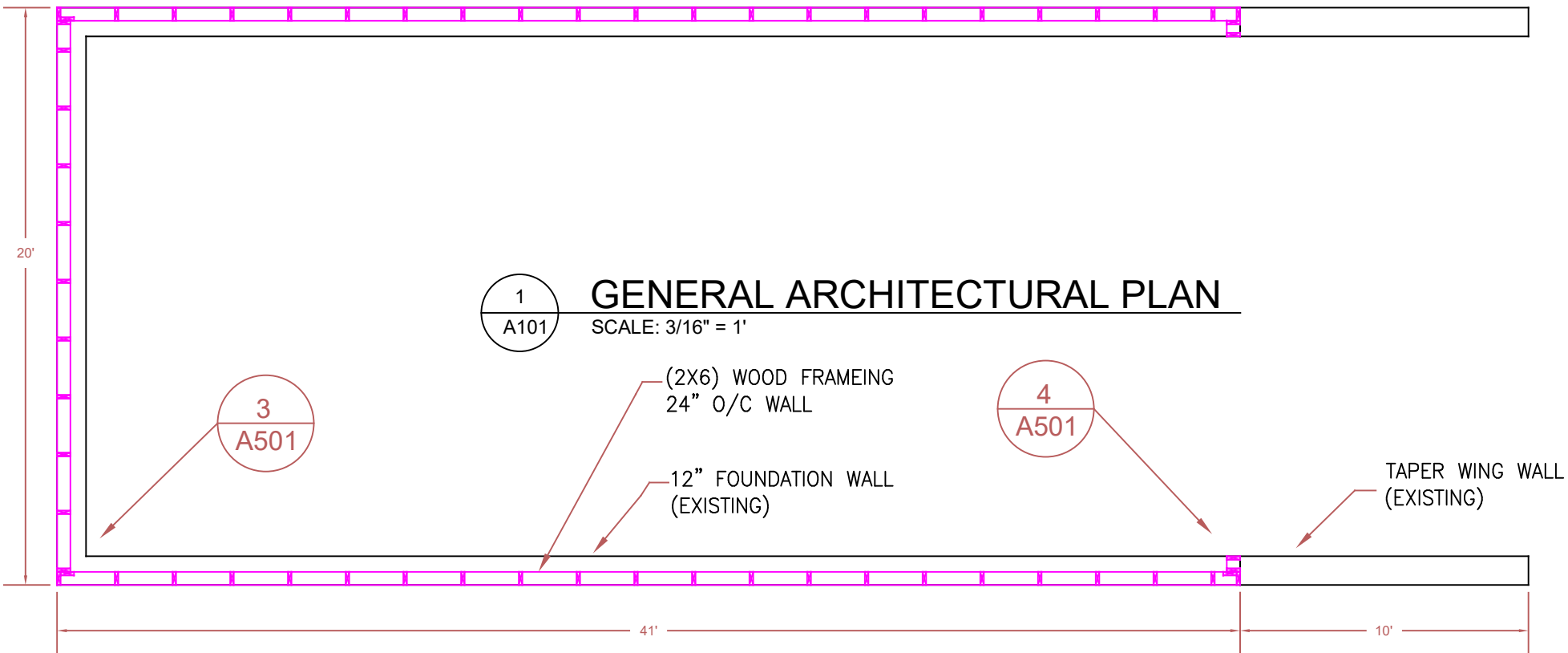
SHEET: A 001



ESSEX COUNTY  
DEPTARMENT OF PUBLIC  
WORKS

PROJECT: TOWN OF LEWIS  
SALT STORAGE SHED

SHEET: A101



2  
A101  
**ARCHITECTURAL ELEVATION**  
SCALE: 3/16" = 1'

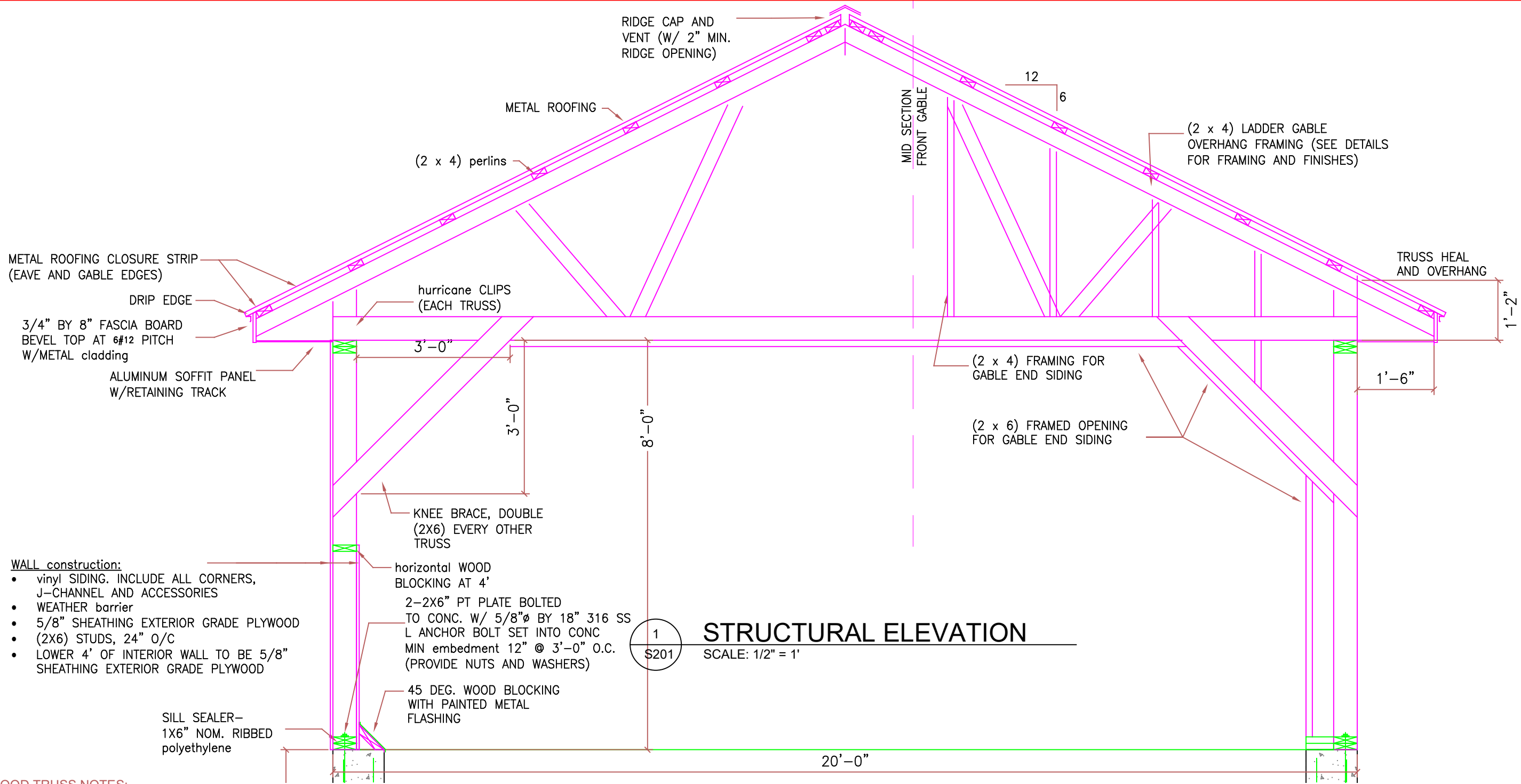
3  
A101  
**ARCHITECTURAL ELEVATION**  
SCALE: 3/16" = 1'



ESSEX COUNTY  
DEPTARMENT OF PUBLIC  
WORKS

PROJECT: TOWN OF LEWIS  
SALT STORAGE SHED

SHEET: A201



WOOD TRUSS NOTES:

WOOD TRUSSES SHALL BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH SECTION 2303.4 OF NYS BUILDING CODE, ANSI/TP1-2002 (NATIONAL DESIGN STANDARD FOR METAL PLATE CONNECTED WOOD TRUSS CONSTRUCTION) AND OTHER APPLICABLE PUBLICATIONS AS PUBLISHED BY THE TRUSS PLATE INSTITUTE. SPECIFICALLY NOTED ARE THE SHOP DRAWING AND INSPECTION REQUIREMENTS.

ALL ROOF TRUSSES SHALL MEET A DEFLECTION OF (SPAN)/360. ENGINEERED DRAWINGS AND CALCULATIONS CONFORMING WITH THE DESIGN LOAD AND DEFLECTION CRITERIA SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.

WOOD TRUSSES SHALL BE BRACED during INSTALLATION AND AFTER PERMANENT INSTALLATION IN ACCORDANCE WITH BCSI (BUILDING COMPONENT SAFETY INFORMATION) 1-03 AS PUBLISHED BY THE WOOD TRUSS COUNCIL OF America AND THE TRUSS PLATE INSTITUTE. THE BRACING SHOWN IN THIS MANUAL SHALL BE THE MINIMUM ACCEPTABLE UNLESS AN ALTERNATIVE BRACING PLAN, DESIGN BY A NYS LICENSED ENGINEER, IS SUBMITTED FOR REVIEW.

TRUSSES SHALL BE STORED, HANDLED AND erected IN STRICT accordance WITH BCSI 1-03. THE CONTRACTOR SHALL BE thoroughly FAMILIAR WITH THE PROCEDURES OF BCSI.

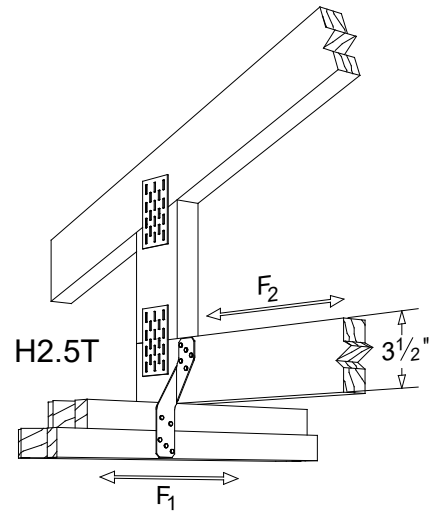
THE TRUSS SUPPLIER SHALL DESIGN AND SUPPLY ALL HANGERS REQUIRED FOR ALL TRUSS TO TRUSS CONNECTIONS AND ALL BEAM TO TRUSS CONNECTIONS. THESE HANGERS SHALL BE CLEARLY INDICATED ON THE TRUSS SHOP DRAWINGS.

TRUSS LOAD COMBINATIONS ACCORDING TO NYS BUILDING CODE:

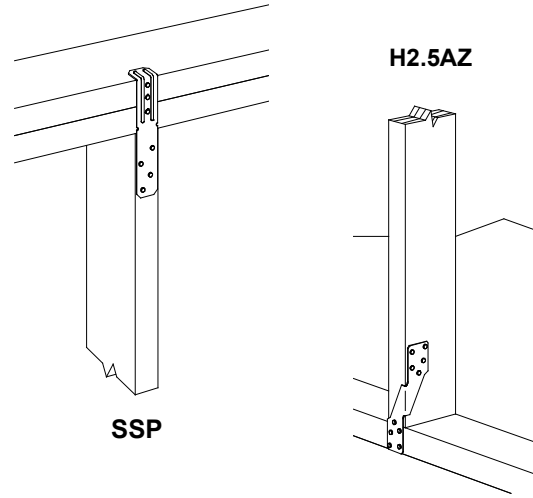
GROUND SNOW LOAD = 70 PSF  
UNBALANCED SNOW LOAD = 105 PSF  
WIND LOAD (UPLIFT) = 15 PSF  
TOP CHORD DEADLOAD = 10 PSF  
BOTTOM chord DEADLOAD = 10 PSF  
ROOF LIVE LOAD = 15  
ROOF DEAD LOAD = 10 PSF\*

1. TRUSS WEIGHT IS TO BE ADDED TO THE DESIGN DEAD LOAD BY THE TRUSS MANUFACTURER
2. PROVIDE submittal FOR TRUSSES WITH NYS PE STAMP
2. PROVIDE BRACING FOR TRUSSES IN ACCORDANCE WITH MANUFACTURERS INFORMATION.





1  
A501  
**HOLD DOWN - TRUSS TO TP**  
SCALE: NTS



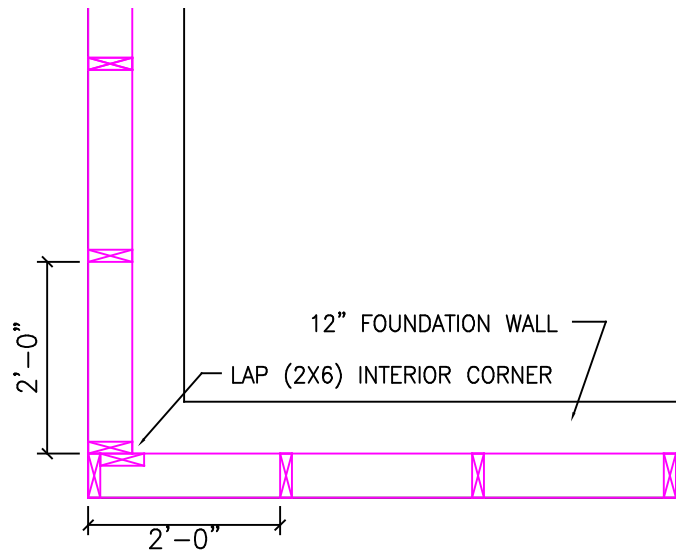
2  
A501  
**HOLD DOWN - TP/STUD/SP**  
SCALE: NTS

**NOTES:**

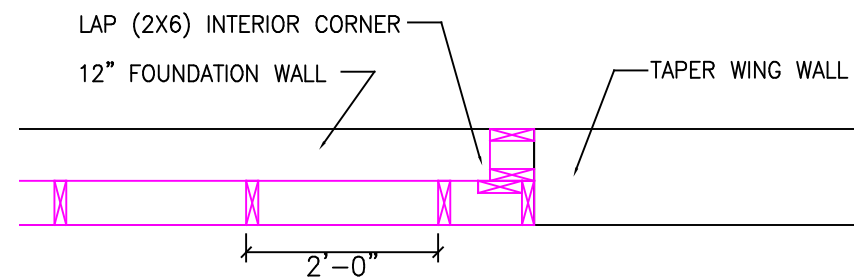
INSTALL HOLD DOWN CONNECTORS WITH FASTNERS SPECIFIED BY MANUFACTURER.

PROVIDE ONE CONNECTOR PER STUD/TRUSS IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.

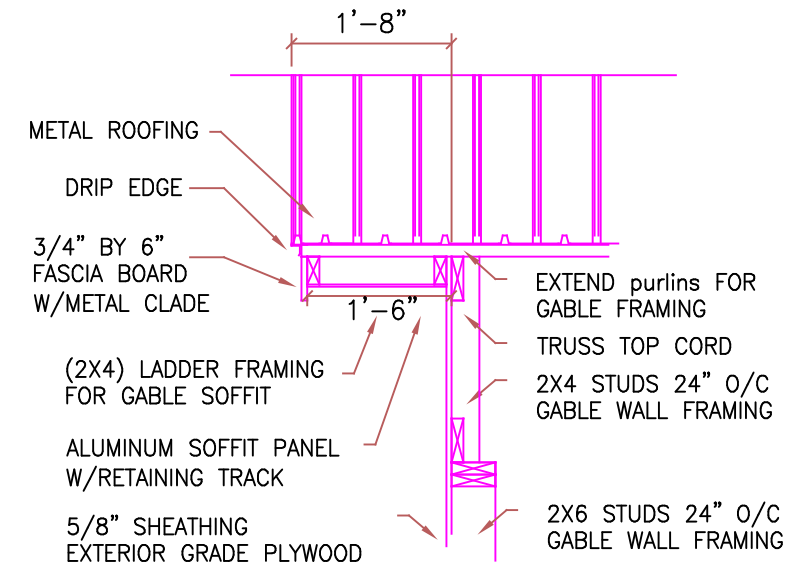
BASIS OF DESIGN FASTNER IS SIMPSON STRONG-TIE.



3  
A501  
**REAR WALL/CORNER FRAMING**  
SCALE: NTS



4  
A501  
**FRONT OPENING FRAMING**  
SCALE: NTS



5  
A501  
**GABLE END SOFFIT FRAMING**  
SCALE: 1/2"=1'



ESSEX COUNTY  
DEPARTMENT OF PUBLIC  
WORKS

PROJECT: TOWN OF LEWIS  
SALT STORAGE SHED

SHEET: A501

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SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Structural ~~floor~~, wall, and roof framing.
2. Built-up structural beams and columns. NIC
3. Shear walls.
4. Floor, wall, and roof sheathing.
5. Sill gaskets and flashings.
6. Preservative treatment of wood.
7. Fire-retardant treatment of wood.
8. Miscellaneous framing and sheathing.
9. Telephone and electrical panel back boards.
10. Concealed wood blocking for support of toilet and bath accessories wall cabinets wood trim and equipment.

B. Related Requirements:

1. Section 06153: Shop fabricated wood trusses.

1.2 REFERENCE STANDARDS

A. American National Standards Institute / American Hardboard Association:

1. ANSI/AHA A135.4 - Basic Hardboard.

B. American Wood Protection Association:

1. AWPAC M4 - Standard for the Care of Preservative-Treated Wood Products.
2. AWPAC U1 - Use Category System: User Specification for Treated Wood.

C. APA - The Engineered Wood Association:

1. APA - Plywood Design Specification, including supplements.
2. APA AFG-01 - Adhesives for Field-Gluing Plywood to Wood Framing.
3. APA PS 1 - Voluntary Product Standard - Structural Plywood.

D. ASTM International:

1. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

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2. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
  3. ASTM C1177 - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
  4. ASTM C1280 - Standard Specification for Application of Exterior Gypsum Panel Products for Use as Sheathing.
  5. ASTM C1396 - Standard Specification for Gypsum Board.
  6. ASTM D2559 - Standard Specification for Adhesives for Bonded Structural Wood Products for Use Under Exterior Exposure Conditions.
  7. ASTM D3498 - Standard Specification for Adhesives for Field-Gluing Plywood to Lumber Framing for Floor Systems.
  8. ASTM D5456 - Standard Specification for Evaluation of Structural Composite Lumber Products.
  9. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
  10. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
  11. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- E. California Department of Health Care Services:
1. CA/DHS/EHLB/R-174 - Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers.
- F. Forest Stewardship Council:
1. FSC Guidelines.
- G. Green Seal:
1. GS-36 - Green Seal Standard for Adhesives for Commercial Use.
- H. National Lumber Grades Authority:
1. NLGA - Standard Grading Rules for Canadian Lumber.
- I. Northeastern Lumber Manufacturers Association:
1. NELMA - Standard Grading Rules for Northeastern Lumber.
- J. Redwood Inspection Service:
1. RIS - Standard Specifications for Grades of California Redwood Lumber.
- K. South Coast Air Quality Management District:
1. SCAQMD Rule 1168 - Adhesive and Sealant Applications.
- L. Southern Pine Inspection Bureau:

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1. SPIB - Standard Grading Rules for Southern Pine Lumber.
- M. U.S. Department of Commerce National Institute of Standards and Technology:
  1. DOC PS 1 - Structural Plywood.
  2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
  3. DOC PS 20 - American Softwood Lumber Standard.
- N. West Coast Lumber Inspection Bureau:
  1. WCLIB Standard 17 - Grading Rules for West Coast Lumber.
- O. Western Wood Products Association:
  1. WWPA - Western Lumber Grading Rules.
- 1.3 COORDINATION
  - A. Section 013000 - Administrative Requirements: Requirements for coordination.
  - B. Coordinate Work of this Section with installation of prefabricated wood trusses.
- 1.4 SUBMITTALS
  - A. Section 013300 - Submittal Procedures: Requirements for submittals.
  - B. Product Data: Submit manufacturer information on sheathing, wood preservative materials, and application instructions.
  - C. Shop Drawings for Site-Fabricated Truss Frame: Indicate dimensions, wood species and grades, component profiles, drilled holes, fasteners, connectors, erection details, and sequence.
  - D. Submit technical data and information on all framing connectors.
- 1.5 QUALITY ASSURANCE
  - A. Perform Work according to:
    1. Lumber Grading Agency: Certified by DOC PS 20.
    2. Wood Structural Panel Grading Agency: Certified by APA - The Engineered Wood Association.
    3. Lumber: DOC PS 20.
    4. Wood Structural Panels: DOC PS 1 or PS 2.

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1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
  - 1. Protect trusses from warping or other distortion by stacking in vertical position and bracing to resist movement.
  - 2. Provide additional protection according to manufacturer instructions.
  - 3. Set panel bundles on supports to keep off ground.
  - 4. Cover panels loosely with waterproof protective material.
  - 5. Anchor covers on top of stack, but keep away from sides and bottom to assure adequate air circulation.

1.7 WARRANTY

- A. Special Warranty (Sheathing): Manufacturer's standard form in which manufacturer agrees to repair or replace components of flooring and sheathing system that fail due to manufacturing defects within specified warranty period.
  - 1. For subflooring and roof and wall sheathing applications, manufacturer shall warrant that the panels will not delaminate nor require sanding due to moisture absorption during installation within 500 days of purchase.
  - 2. Warranty Period: Limited Lifetime.

PART 2 - PRODUCTS

2.1 FIREBLOCKING AND DRAFTSTOPPING

- A. Fireblocking:
  - 1. Solid Lumber:
    - a. Nominal Thickness: 2 inches .
  - 2. Structural Wood Panel:
    - a. Thickness: 23/32 inch.
    - b. Joints: Backed by structural wood panel.
- B. Draftstopping:

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1. Gypsum Board: 1/2 inch thick.

## 2.2 ENGINEERED WOOD PRODUCTS

### A. Manufacturers

### B. Engineered Wood Products:

1. Manufactured with an exterior-type adhesive according to ASTM D2559.
2. Evaluated and monitored according to ASTM D5456.

### C. Types:

1. Parallel-Strand Lumber: Structural composite lumber made from wood strand elements with grain primarily parallel to member lengths.
2. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths.

## 2.3 PRE-ENGINEERED SHEAR WALL PANELS (NOT USED)

### A. Manufacturers

Non listed

### B. Allowable Design Loads:

1. As published by manufacturer and as indicated.
2. Determine values from manufacturer's published empirical data or by rational engineering analysis as demonstrated by comprehensive testing performed by qualified independent testing agency.

### C. Wood-Framed Shear Wall Panels: Prefabricated assembly consisting of wood perimeter framing, tie-downs, and Exposure I, Structural I plywood, or OSB sheathing.

### D. Steel-Framed Shear Wall Panels: Prefabricated assembly consisting of cold-formed galvanized steel panel, steel top and bottom plates, and wood studs.

## 2.4 LUMBER

### A. Specify lumber by stress group or by generic lumber species. Verify that method addresses stress requirements.

1. Lumber Grading Rules: Comply with APA, NELMA, NLGA, RIS, SPIB, WCLIB, WWPA.

### B. Studs and misc. Framing

1. Stress Group:

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- a. Fb = 675 psi.
    - b. E = 1,200,000 psi.
  - 2. Species: Spruce-pine-fir or southern pine for pressure treated.
  - 3. Grade: Surfaced Dry Construction Grade
  - 4. Moisture content for dimensioned lumber shall not exceed 19% unless wood preservative is specified.is specified.
- C. Misc. Framing
- 1. Stress Group:
    - a. Fb = 675 psi.
    - b. E = 1,200,000 psi.
  - 2. Species: Spruce-pine-fir or southern pine for pressure treated.
  - 3. Grade: Surfaced Dry Construction Grade
  - a. Moisture content for dimensioned lumber shall not exceed 19% unless wood preservative is specified.is specified.
- D. Beam Framing: NA
- E. Joist Framing: NA
- F. Rafter Framing: NA

2.5 SHEATHING:

- A. Wood Structural Panel Roof Sheathing: (NOT USED)
- 1. Description: Structural I engineered sheathing manufactured to ESR-1785 specifications.
  - 2. Basis-of-Design Product: Subject to compliance with requirements, provide Huber Engineered Woods LLC; AdvanTech Sheathing or a comparable product.
  - 3. Span Rating and Performance Category: Not less than 40/20, 5/8 Performance Category.
  - 4. Edge Profile: Tongue and groove
  - 5. Provide fastening guide on top panel surface with pre-spaced fastening symbols for 16-inches and 24-inches on center spacings.
  - 6. Exposure Durability: Exterior.
  - 7. Facing: Textured.
- B. Wood Structural Panel Wall Sheathing/Exterior Siding:
- 1. Description: Exterior grade panel for sheathing and siding, Plytanium Plywood by GP or equal.
  - 2. Material: Southern yellow pine, textured plywood.
  - 3. Span Rating: 19/32 Building Code Performance Category, 0.578" thickness min.
  - 4. Exposure Durability: Exterior.
  - 5. Facing: Rough Sawn, 8" T1-11.

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2.6 FACTORY WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): AWWA U1, Commodity Specifications A-Sawn Products or F-Wood Composites.
- B. Wood Preservative (Surface Application): upon written approval from the engineer
- C. Fire-Retardant Treatment:
  - 1. Chemically treated and pressure impregnated.
  - 2. Flame Spread: 25 or less when tested according to ASTM E84 and showing no evidence of significant progressive combustion when test is continued for an additional 20 minutes.
  - 3. Type: Interior.
- D. Moisture Content after Treatment: Kiln dried (KDAT).
  - 1. Lumber: Maximum 19 percent.
  - 2. Structural Panels: Maximum 15 percent.

2.7 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Fasteners (Hot dipped galvanized, unless noted otherwise).
  - 2. Nails – common or box nails where nailing is specified on drawings. Sinker or pneumatically installed nails.
  - 3. Wood Screws: ANSI B 18.6.1.
  - 4. Lag Screws: ANSI B 18.2.1.
  - 5. Bolts: ASTM A 307 Grade A with ASTM A 563 hex nuts. Stainless steel type 306 where indicated.
- B. Metal Connectors:
  - 1. Connectors shall be fabricated using hot dipped process galvanizing ASTM A 525 G60.
  - 2. Connectors in contact with pressure treated framing shall meet G185 galvanizing. Other locations as indicated on the drawings as “hot dipped galvanized” shall also meet this criteria.
- C. Sill Gasket on Top of Foundation Wall:
  - 1. Material: Closed-cell polyethylene foam from continuous rolls
  - 2. Thickness: 1/4 inch
  - 3. Width: 5.5” typical or width of sill plate (whichever is greater)
- D. Sill Flashing (under Sill Gasket):
  - 1. Material: Galvanized steel or Polyethylene
  - 2. Thickness: 6 mils



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- E. Weather Barrier:
  - 1. Basis weight: ASTM D5261, nominal 2.8 osy 21 lbs/1000sf
  - 2. Thickness: ASTM D1777, 12.9 mils
  - 3. Bursting Strength: ASTM D3786, 66 psi
  - 4. Dry tensile strength: ASTM D5034, 80 lbs md, 87 lbs xd
  - 5. Moisture Vapor Transmission Rate: ASTM E96-95, procedure A, 11.7 US perms
  - 6. UV exposure: 6 months
  - 7. Air Leakage: 0.0032L/SM
  - 8. Flame Spread Index: ASTM E84, Class A

### PART 3 - EXECUTION

#### 3.1 APPLICATION

- A. Framing:
  - 1. Select individual pieces such that knots and defects will not interfere with placement of bolts when nailing or making connections.
  - 2. Discard defective pieces.
  - 3. Set structural members level, plumb, and in correct position.
  - 4. Fasten framing according to NYS Building Code
  - 5. Make provisions for erection loads and for sufficient temporary bracing to maintain that structure is safe, plumb, and in alignment until completion of erection and installation of permanent bracing.
  - 6. Place horizontal members crown side up.
  - 7. Construct load-bearing framing and curb members full length without splices.
  - 8. Openings:
    - a. Double members at openings over 24 inches wide.
    - b. Space short studs over and under opening to stud spacing.
  - 9. Headers:
    - a. Construct double-joist headers at floor openings, ceiling openings, and under-wall stud partitions parallel to floor joists.
    - b. Frame rigidly into joists.
  - 10. Install shear wall panels to comply with manufacturer's written instructions.
  - 11. Joists with Span Greater than 8 Feet:
    - a. Bridge as detailed and at mid-span.
    - b. Fit solid blocking or bridging at ends of members.
  - 12. Flashings:
    - a. Place full-width continuous sill flashings under framed walls on cementitious foundations.

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- b. Lap flashing joints 4 inches

13. Sill Gaskets:

- a. Place directly on sill flashing or cementitious foundation.
- b. Puncture gasket clean and fit tight to protruding foundation anchor bolts.

B. Sheathing:

1. Fasten sheathing according to NYS Building Code.
  2. Secure roof sheathing with longer edge (strength axis) perpendicular to framing members, with ends staggered and sheet ends over bearing.
  3. Use sheathing clips between sheets between roof framing members for plain end sheathing. Install solid edge blocking between sheets. Fully engage tongue-and-groove edges.
  4. Place building paper horizontally over wall sheathing and weather-lap edges and ends.
  5. Secure wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered when used as shear walls. Install wall sheathing with long dimension parallel to wall studs when sheathing is used as siding.
6. Subfloor Sheathing: (not used)
- a. Secure subfloor sheathing with longer edge perpendicular to floor framing, with end joints staggered and sheet ends over bearing.
  - b. Attach with subfloor glue and screws.
7. Install plywood in combination single and two-span continuous
  8. Place building paper between floor underlayment and subflooring.
  9. Underlayment:
    - a. Install flooring underlayment after dust- and dirt-generating activities have ceased and prior to application of finished flooring.
    - b. Apply perpendicular to subflooring; stagger joints of underlayment.
    - c. Secure with deformed shank type fasteners.

C. Fireblocking and Draftstopping:

1. Install fireblocking to cut off concealed draft openings.
2. Concealed Framed Wall and Furred Spaces: Install fireblocking vertically at floor and ceiling levels and horizontally at maximum 10 feet o.c.
3. Install fireblocking between:
  - a. Vertical walls and partitions.
  - b. Horizontal floor and roof framing.
  - c. Soffits, dropped ceilings, cove ceilings, and other horizontal concealed spaces.
  - d. Stair Stringers: Furnish at top and bottom of each rung.
4. Exterior Combustible Architectural Trim: Install fireblocking at maximum 20 feet (6 m) o.c.
5. Install draftstopping in floors and attics [at locations indicated on Drawings].

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- a. Floors and Attics: In line with dwelling unit and sleeping unit separations.

D. Site-Applied Wood Treatment:

- 1. Brush-apply two coats of preservative treatment on wood in contact with cementitious materials and roofing and related metal flashings.
- 2. Treat Site-sawn cuts by applying preservative according to AWPAC M4.
- 3. Allow preservative to dry prior to erecting members.

3.2 TOLERANCES

- A. Section 014000 - Quality Requirements: Requirements for tolerances.
- B. Framing and Furring Members to Receive a Finished Wall or Ceiling: Align finish surface to vary not more than 1/8 inch from a theoretical plane or surface of the room or space.
- C. Other Framing Members: Maximum 1/4 inch from indicated position.
- D. Surface Flatness of Floor:
  - 1. Minimum: 1/4 inch in 10 feet.
  - 2. Maximum: 1/2 inch in 30 feet.

3.3 ATTACHMENTS

- A. Above-Grade Joist, Rafter, and Stud Framing: Spruce, pine, or fir species; 19 percent maximum moisture content.
- B. Sloped Roof Sheathing: Plywood, 3/8 inch thick, 24 by 48 inch sized sheets, square edges; appearance grade facing inward.
- C. Below-Grade Joist and Stud Framing: Stress Group B; pressure-preservative treatment.
- D. Below-Grade Wall Sheathing: Plywood, 3/4 inch thick, 24 by 48 inch sized sheets; tongue-and-groove edges; pressure-preservative treatment.
- E. Blocking and Cants: Douglas fir; pressure-preservative treatment.

END OF SECTION 061000

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SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Blocking in wall and roof openings.
2. Wood furring and grounds.
3. Concealed wood blocking for support of toilet and bath accessories, wall cabinets wood trim, control panels and equipment.
4. Telephone and electrical panel backboards.
5. Preservative treatment of wood.

B. Related Requirements:

1. Section: Window and Door openings to receive wood blocking.

1.2 REFERENCE STANDARDS

A. American National Standards Institute:

1. ANSI A208.1 - Mat-Formed Wood Particleboard.

B. American Wood Protection Association:

1. AWP A M4 - Standard for the Care of Preservative-Treated Wood Products.
2. AWP A U1 - Use Category System: User Specification for Treated Wood.

C. ASTM International:

1. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
4. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

D. Forest Stewardship Council:

1. FSC Guidelines - Forest Stewardship Council Guidelines.

E. The Redwood Inspection Service:

1. RIS - Standard Specifications for Grades of California Redwood Lumber.

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F. Southern Pine Inspection Bureau:

1. SPIB - Standard Grading Rules for Southern Pine Lumber.

G. U.S. Department of Commerce National Institute of Standards and Technology:

1. DOC PS 1 - Construction and Industrial Plywood.
2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
3. DOC PS 20 - American Softwood Lumber Standard.

H. West Coast Lumber Inspection Bureau:

1. WCLIB - Standard Grading Rules for West Coast Lumber.

I. Western Wood Products Association:

1. WWPA 2011 Western Lumber Grade Rules, including supplements.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit technical data and application instructions on wood-preservative and fire-retardant treatment materials.

C. Product Cost Data: Submit cost of products to verify compliance with Project sustainable design requirements. Exclude cost of labor and equipment to install products.

1. Provide cost data for the following products:

- a. Regional products.
- b. Certified wood products.

1.4 QUALITY ASSURANCE

A. Perform Work according to following:

1. Lumber Grading Agency: Certified by DOC PS 20.
2. Wood Structural Panel Grading Agency: Certified by APA - The Engineered Wood Association.
3. Lumber: DOC PS 20.
4. Wood Structural Panels: DOC PS 1 or DOC PS 2.

B. Surface-Burning Characteristics:

1. Fire-Retardant-Treated Materials: Maximum 25/450 flame-spread/smoke-developed index when tested according to ASTM E84.

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- C. Apply label from agency approved by authority having jurisdiction to identify each preservative-treated and fire-retardant-treated material.
- D. Maintain copies of each standard affecting the Work of this Section on-Site.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Studs and misc. Framing
  - 1. Stress Group:
    - a.  $F_b = 675$  psi.
    - b.  $E = 1,200,000$  psi.
  - 2. Species: Spruce-pine-fir or southern pine for pressure treated.
  - 3. Grade: Surfaced Dry Construction Grade
  - 4. Moisture content for dimensioned lumber shall not exceed 19% unless wood preservative is specified.
- B. Plywood backboards:
  - 1. Description: Structural I engineered sheathing manufactured to ESR-1785 specifications.
  - 2. Basis-of-Design Product: Subject to compliance with requirements, provide Huber Engineered Woods LLC; AdvanTech Sheathing or a comparable product.
  - 3. Span Rating and Performance Category: Not less than 40/20, 5/8 Performance Category.
  - 4. Edge Profile: Tongue and groove
  - 5. Provide fastening guide on top panel surface with pre-spaced fastening symbols for 16-inches and 24-inches on center spacings.
  - 6. Exposure Durability: Exterior.

### 2.2 FACTORY WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): AWP A U1, commodity specification A-sawn products or F-wood composites using waterborne preservative, 0.4% retainage for members within 6" of ground, 0.25% for all other locations.
- B. Coat cut surfaces with AWP A M4.
- C. Fire-Retardant Treatment: Chemically treated and pressure impregnated, having flame spread of 25 or less when tested according to ASTM E 84 and showing no evidence of significant progressive combustion when test is continued for an additional 20-minute period, interior type.
- D. Moisture Content after Treatment: Kiln dried (KDAT).
  - 1. Lumber: Maximum 19 percent.
  - 2. Structural Panels: Maximum 15 percent.

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2.3 ACCESSORIES

A. Fasteners and Anchors:

1. Fasteners (Hot dipped galvanized, unless noted otherwise).
2. Nails – common or box nails where nailing is specified on drawings. Sinker or pneumatically installed nails.
3. Wood Screws: ANSI B 18.6.1.
4. Lag Screws: ANSI B 18.2.1.
5. Bolts: ASTM A 307 Grade A with ASTM A 563 hex nuts. Stainless steel type 306 where indicated.

B. Metal Connectors:

1. Connectors shall be fabricated using hot dipped process galvanizing ASTM A 525 G60.
2. Connectors in contact with pressure treated framing shall meet G185 galvanizing. Other locations as indicated on the drawings as “hot dipped galvanized” shall also meet this criteria.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that substrate conditions are ready to receive blocking, curbing, and framing.

3.2 PREPARATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Coordinate placement of blocking, curbing, and framing items.

3.3 INSTALLATION

- A. Set members level and plumb, in correct position.
- B. Place horizontal members, crown side up.
- C. Space framing and furring 16 or 24 inches as indicated on drawings or in keeping with framing spacing of materials.
- D. Secure sheathing to framing members with ends over firm bearing and staggered.
- E. Install telephone and electrical panel backboards with sheathing material where required. Size backboards 12 beyond size of electrical and telephone panel.



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3.4 SITE-APPLIED WOOD TREATMENT

- A. Brush-apply two coats of preservative treatment on wood at locations of required treated wood or cuts of treated wood ends.
- B. Treat Site-sawn cuts. Apply preservative to Site-sawn cuts according to AWWPA M4 .
- C. Allow preservative to dry prior to erecting members.

3.5 ATTACHMENTS

- A. Roof Blocking: Spruce, pine, or fir species; 19 percent maximum moisture content; pressure-preservative treatment.
- B. Telephone and Electrical Panel Boards: 3/4 inch thick, square edges, site-brush-applied preservative treated.

END OF SECTION 061053

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SECTION 061753 - SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Shop-fabricated wood trusses for:
  - a. Roof framing.
  - b. Bridging, bracing, and anchorage.
2. Preservative treatment of wood.

B. Related Requirements:

1. Section 061000 - Rough Carpentry: Framing of openings between trusses.
2. Section 061053 - Miscellaneous Rough Carpentry: Wood blocking, plating, support members, framing for openings and framing of openings between trusses.

1.2 REFERENCE STANDARDS

A. American Wood Protection Association:

1. AWP A M4 - Standard for the Care of Preservative-Treated Wood Products.
2. AWP A U1 - Use Category System: User Specification for Treated Wood.

B. APA - The Engineered Wood Association:

1. APA/EWA Plywood Design Specification.

C. ASTM International:

1. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
3. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
4. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
5. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
6. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

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- 7. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
  - D. Forest Stewardship Council:
    - 1. FSC Guidelines.
  - E. National Particleboard Association:
    - 1. NPA A208.1 - Particleboard.
  - F. Redwood Inspection Service:
    - 1. RIS - Standard Specifications for Grades of California Redwood Lumber.
  - G. Southern Pine Inspection Bureau:
    - 1. SPIB - Standard Grading Rules for Southern Pine Lumber.
  - H. Truss Plate Institute:
    - 1. TPI - Building Component Safety Information (BCSI): Guide to Good Practice for Handling, Installing, Restraining & Bracing of Metal Plate Connected Wood Trusses.
    - 2. TPI DSB - Recommended Design Specification for Temporary Bracing of Metal Plate Connected Wood Trusses.
    - 3. TPI 1 - National Design Standard for Metal Plate Connected Wood Truss Construction.
  - I. U.S. Department of Commerce - National Institute of Standards and Technology:
    - 1. Voluntary Product Standard PS 1 - Structural Plywood.
    - 2. Voluntary Product Standard PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
    - 3. Voluntary Product Standard PS 20 - American Softwood Lumber Standard.
  - J. West Coast Lumber Inspection Bureau:
    - 1. WCLIB Standard 17 - Grading Rules for West Coast Lumber.
  - K. Western Wood Products Association:
    - 1. WWPA G-5 - Western Lumber Grading Rules.
  - L. New York State Building Code, latest edition.
- 1.3 COORDINATION
- A. Section 013000 - Administrative Requirements: Requirements for coordination.
  - B. Coordinate placement of sheathing with Work of this Section.

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1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit truss plate connections, bearing plates, anchor connections, wind uplift connections, bridging and bracing
- C. Shop Drawings: Indicate truss sizes, dimensions, spacing of trusses, associated components, uplift connectors, web and chord sizes, plate sizes, fastener descriptions and spacings, loads and truss cambers, and framed openings.
- D. Design Calculations: Indicate design loads, truss reactions, and member forces, deflections, and stresses.
- E. Manufacturer's/Fabricator's Certificate: Certify that products meet or exceed specified requirements.
- F. Delegated Design Submittals: Submit signed and sealed Shop Drawings with design calculations and assumptions for sizes, dimensions, spacing of trusses, associated components, uplift connectors, web and chord sizes, plate sizes, fastener descriptions and spacings, design loads, truss cambers, and framed openings.
- G. Source Quality-Control Submittals: Indicate results of shop/factory tests and inspections.
- H. Qualifications Statements:
  - 1. Submit qualifications for manufacturer/fabricator, erector, and licensed professional.
  - 2. Submit manufacturer's/fabricator's approval of erector.

1.5 QUALITY ASSURANCE

- A. Perform Work as follows:
  - 1. Lumber Grading: Certified by DOC PS 20.
  - 2. Plywood Grading Agency: Certified by APA/EWA
  - 3. Lumber: Comply with DOC PS 20.
  - 4. Wood Structural Panels: DOC PS 1 or DOC PS 2.
- B. Truss Design, Fabrication, and Installation: Comply with TPI BSCI, TPI DSB, and TPI 1.
- C. Fire-Rated Roof Construction: (Not Used)

1.6 QUALIFICATIONS

- A. Manufacturer/Fabricator: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

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- B. Erector: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer/fabricator.
- C. Licensed Professional: Professional engineer experienced in design of specified Work and licensed in New York State.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site and inspect for damage.
- C. Storage:
  - 1. Do not lay trusses flat.
  - 2. Store truss depth in vertical position resting on intermittent bearing pads.

1.8 EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to fabrication.
  - 2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE AND DESIGN CRITERIA

- A. Design Roof Live and Dead Load: as indicated on drawings, with deflection limited to  $1/240$  of span including ceiling load.
- B. Minimum Truss Opening to Accommodate Mechanical Ducts: None proposed
- C. Multiple trusses shall be glued and nailed at each chord and web member.
- D. Check bearing of trusses on top wall plates or framing connectors. Provide additional plies of trusses and/or metal connectors to meet bearing stress criteria. Notify Engineer if truss design requires more plies than indicated.
- E. Where trusses are supported by other trusses, design connections which transfer loads to each ply of multiple ply trusses. Gable wall trusses shall have vertical members (with strong backs as required) capable of spanning from top to bottom chord resisting the wind load indicated on the drawings or 20-psf if none is listed. The bottom chord of the gable truss shall be capable of spanning between the horizontal bottom chord bracing members, spaced as indicated on the drawings or at 8'-0" if no spacing is indicated.

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- F. Coordinate truss layout with mechanical duct routing and adjust the spacing as required. Where trusses must be spaced more than 24" on center, provide 2X framing spaced at 16" on center perpendicular to trusses with connections and members sized for the worst case load combination.

## 2.2 MATERIALS

A. Manufacturers/Fabricators:

1. Standard Structures Inc.
2. Warren Truss Co.
3. Substitutions: Section 016000 – Product Requirements

B. Lumber Grading Rules: Comply with NFPA, RIS, SPIB, WCLIB, WWPA G-5.

C. Wood Members:

1. Single top and bottom chord.
2. Grade: Select Structural, Southern Yellow Pine
3. Stress Group (loading not to exceed, not the member capacity)
  - a. Extreme fiber bending  $F_b < 1200$  psi
  - b. Tension Parallel to Grain  $F_t < 750$  psi
  - c. Shear Parallel to Grain  $F_v < 175$
  - d. Compression Perpendicular to Grain  $F_{c\perp} < 565$
  - e. Compression Parallel to Grain  $F_c < 1600$
  - f. Modulus of Elasticity  $E < 1,400,000$  psi
4. Moisture Content:
  - a. Maximum: 19 percent.
  - b. Minimum: 7 percent.
  - c. Finger scarfing: not permitted.

D. Steel Plate Connectors:

1. Comply with TPI 1, Section 6
2. Thickness: 20 gauge
3. Die stamped with integral teeth.
4. Finish: Hot dip galvanized.

E. Truss Bridging: Type, size, and spacing as recommended by truss manufacturer/fabricator.

## 2.3 FABRICATION

- A. Fabricate trusses to achieve specified structural requirements.
- B. Fabricate bottom and] top chord extensions as indicated on Drawings.
- C. Fabricate to achieve minimum end bearing as shown on Drawings.

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- D. Frame special sized openings in web framing as indicated on Drawings.
- E. Fabricate heel dimensions as shown on Drawings

## 2.4 ACCESSORIES

### A. Fasteners and Anchors:

- 1. Material:
  - a. All Locations: ASTM A153, hot dipped galvanized, ASTM B695, Class 55 mechanically galvanized steel.
- 2. Nails and Staples: Comply with ASTM F1667.
- 3. Anchors Type: Toggle bolt type for anchorage to hollow masonry, Expansion shield and lag bolt type for anchorage to solid masonry or concrete, Bolt or ballistic fastener for anchorages to steel.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for erection examination.
- B. Verify that supports and openings are ready to receive trusses.

### 3.2 PREPARATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for erection preparation.
- B. Coordinate placement of support items.

### 3.3 ERECTION

- A. Set members level, plumb, and in correct position.
- B. Make provisions for erection loads and sufficient temporary bracing to maintain plumb and aligned structure until completion of erection and installation of permanent bracing.
- C. Do not field cut or alter structural members without approval of Architect/Engineer.
- D. Place headers and supports to frame openings.



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- E. Frame openings between trusses with lumber as specified in Section 061000 - Rough Carpentry, 061053 - Miscellaneous Rough Carpentry.
- F. After erection, touch up damaged surfaces with primer consistent with shop coat.
- G. Site-Applied Wood Treatment: (if required)
  - 1. Brush-apply two coats of preservative treatment on wood in contact with cementitious materials, or roofing and related metal flashings.
  - 2. Treat site-sawn cuts by applying preservative according to AWWPA M4
  - 3. Allow preservative to dry prior to erecting members.
- H. Do not lift trusses flatwise. For trusses less than 30' long use two pick points at ¼ points. For larger trusses follow TPI requirements.
- I. Install roof trusses straight and plumb. Trusses must not vary from plumb more than ½ inch in 5 feet vertical. Plumbness must be checked at mid-span of each truss and at quarter spans of each truss longer than 30 feet.
- J. Do not stack materials on unbraced trusses. Do not exceed load carrying capacity of trusses when staging materials.
- K. Non-load bearing partitions shall have adequate clearance from trusses to allow deflection without supporting bottom chord at the wall location. Coordinate deflection at these locations with architectural finishes to avoid damage to rigid materials.

3.4 TOLERANCES

- A. Section 014000 - Quality Requirements: Requirements for tolerances.
- B. Maximum Variation from Indicated Position:
  - 1. Framing Members: ½ inch

END OF SECTION 061753

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SECTION 076100 - SHEET METAL ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roofing Sheets: Prefinished galvanized steel
2. Flashings.
3. Underlayment.
4. Fasciae and counter-flashings.

1.2 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on specified component products.
- C. Shop Drawings: Indicate design load parameters, dimensions, adjacent construction, materials, thicknesses, fabrication details, required clearances, field jointing, tolerances, colors, finishes, methods of support, integration of penetrations, and anchorages.

1.3 WARRANTY

- A. Furnish five year fabricator's warranty for custom sheet metal roofing.
- B. 30 year warrantee minimum for roof panels.

PART 2 - PRODUCTS

2.1 CUSTOM SHEET METAL ROOFING

A. Manufacturers:

1. American Building Components, Perma-Clad
2. Or approved equal.

B. Prefinished Galvanized-Steel Sheet:

1. Description: Structural steel sheet with G90 zinc coating.
2. ASTM A755/A755M.
3. Core Thickness: 29 gauge
4. Finish Coating: Galvalume

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2.2 FABRICATION

- A. Fabricate cleats of same material as sheet, and to interlock with sheet.
- B. Fabricate starter strips of same material as sheet, continuous, to interlock with sheet.
- C. Form pieces in single-length sheets.
- D. Corners:
  - 1. Fabricate corners from one piece.
  - 2. Seam for rigidity, and seal with sealant.
  - 3. Miter and seam corners.
- E. Edges: Hem exposed edges on underside.
- F. Fabricate vertical faces with bottom edge formed outward.
- G. Flashings:
  - 1. Return and brake edges.

2.3 ACCESSORIES

- A. Fasteners: Galvanized steel with soft neoprene washers.
  - 1. Wood fastners: 10 by 1.5"
- B. Ridge Cap for 6/12 pitch
  - 1. 6" lap on metal roof
  - 2. 6/12 pitch
  - 3. 29 gauge
  - 4. Galvalume coating
- C. Ridge Vent
  - 1. Profiled vent or formable vent, adhered to ridge cap.
  - 2. Nominal thickness: 1"
  - 3. Air permeability: ASTM D737, 750 cubic feet per minute.
  - 4. 110 MPH wind driven rain, CRL6875
- D. Drip edge
  - 1. Thickness: 29 Gauge
  - 2. Coating: Galvalume
- E. Underlayment: (None)
  - 1. Description: Unperforated asphalt felt.
  - 2. ASTM D226/D226M.

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PART 3 - EXECUTION

3.1 INSTALLATION

A. Cleat and seam joints.

B. Metal Pans:

1. Provide formed metal pans for protrusions through roof if required.

C. Flashing:

1. Cleat and seam joints.
2. Seal metal joints watertight.
3. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by fabricator of sheet metal roofing or manufacturers of dissimilar metals.

END OF SECTION 076100

## **APPENDIX E**



## Contractor's Application for Payment No. \_\_\_\_\_

	Application Period:	Start Finish		Application Date:	
To (Owner):	From (Contractor):			Technical Reviewer: (Engineer):	
TOWN OF LEWIS	TBA			N/A	
Project:	Contract:			Funding Agency & Contact:	
SALT STORAGE SHED - WOOD STRUCTURE	P-0025-2017			N/A	
Owner's Contract No.:	Contractor's Project No.:			Engineer's Project No.:	
N/A				N/A	

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1		
2		
3		
4		
5		
6		
7		
8		
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$ -	

1. ORIGINAL CONTRACT PRICE.....	\$
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$
5. RETAINAGE:	
a. 5% _____ Work Completed.....	\$
b. 5% _____ Stored Material.....	\$
c. Total Retainage (Line 5a + Line 5b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$

Contractor's Certification:			
<p>The undersigned Contractor certifies that to the best of its knowledge:</p> <p>(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;</p> <p>(2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and</p> <p>(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>		<div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <p>Payment of: \$ _____</p> <p style="text-align: center;">(Line 8 or other - attach explanation of the other amount)</p> </div> <div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <p>is recommended by: _____</p> <p style="text-align: center;">(Engineer) (Date)</p> </div> <div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <p>Payment of: \$ _____</p> <p style="text-align: center;">(Line 8 or other - attach explanation of the other amount)</p> </div> <div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <p>is approved by: _____</p> <p style="text-align: center;">(Owner) (Date)</p> </div> <div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <p>Approved by: _____</p> <p style="text-align: center;">Funding Agency (if applicable) (Date)</p> </div>	
By:		Date:	





## **APPENDIX F**

## **NEW YORK STATE EXECUTIVE LAW ARTICLE 15-A**

### **§ 310. Definitions**

As used in this article, the following terms shall have the following meanings:

1. "Certified business" shall mean a business verified as a minority or women-owned business enterprise pursuant to section three hundred fourteen of this article.
2. "Contracting agency" shall mean a state agency which is a party or a proposed party to a state contract or, in the case of a state contract described in paragraph (c) of subdivision thirteen of this section, shall mean the New York state housing finance agency, housing trust fund corporation or affordable housing corporation, whichever has made or proposes to make the grant or loan for the state assisted housing project.
3. "Contractor" shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract.
4. "Director" shall mean the director of the division of minority and women's business development in the department of economic development.
5. "Large county" shall mean a county having a population in excess of two hundred eighty-five thousand according to the most recent federal decennial census, provided however, that a county having a population in excess of two hundred eighty-five thousand according to the nineteen hundred eighty federal decennial census shall continue to be a large county thereafter notwithstanding a later census showing a population of less than two hundred eighty-five thousand for such county.
6. "Metropolitan area" shall mean a city with a population of one million or more and a county having a population in excess of one million and immediately contiguous to such city.
7. "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
  - (a) at least fifty-one percent owned by one or more minority group members;

(b) an enterprise in which such minority ownership is real, substantial and continuing;

(c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;

(d) an enterprise authorized to do business in this state and independently owned and operated;

(e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and

(f) an enterprise that is a small business pursuant to subdivision twenty of this section.

8. "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(a) Black persons having origins in any of the Black African racial groups;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;

(c) Native American or Alaskan native persons having origins in any of the original peoples of North America.

(d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

9. "Utilization plan" shall mean a plan prepared by a contractor and submitted in connection with a proposed state contract. The utilization plan shall identify certified minority or women-owned business enterprises, if known, that have committed to perform work in connection with the proposed state contract as well as any such enterprises, if known, which the contractor intends to use in connection with the contractor's performance of the proposed state contract. The plan shall specifically contain a list, including the name, address and telephone number, of each certified enterprise with which the contractor intends to subcontract.

10. "Office" shall mean the division of minority and women's business development in the department of economic development.

11. "State agency" shall mean (a)(i) any state department, or (ii) any division, board, commission or bureau of any state department, or (iii) the state university of New York and the city university of New York, including all their constituent units except community colleges and the independent institutions operating statutory or contract colleges on behalf of the state, or (iv) a board, a majority of whose members are appointed by the governor or who serve by virtue of being state officers or employees as defined in subparagraph (i), (ii) or (iii) of paragraph (i) of subdivision one of section seventy-three of the public officers law:

(b) a "state authority," as defined in subdivision one of section two of the public authorities law, and the following:

Albany County Airport Authority;

Albany Port District Commission;

Alfred, Almond, Hornellsville Sewer Authority;

Battery Park City Authority;

Cayuga County Water and Sewer Authority;

(Nelson A. Rockefeller) Empire State Plaza Performing Arts Center Corporation;

Industrial Exhibit Authority;

Livingston County Water and Sewer Authority;

Long Island Power Authority;

Long Island Rail Road;

Long Island Market Authority;

Manhattan and Bronx Surface Transit Operating Authority;

Metro-North Commuter Railroad;

Metropolitan Suburban Bus Authority;

Metropolitan Transportation Authority;

Natural Heritage Trust;

New York City Transit Authority;

New York Convention Center Operating Corporation;

New York State Bridge Authority;

New York State Olympic Regional Development Authority;

New York State Thruway Authority;

Niagara Falls Public Water Authority;

Niagara Falls Water Board;

Port of Oswego Authority;

Power Authority of the State of New York;

Roosevelt Island Operating Corporation;

Schenectady Metroplex Development Authority;

State Insurance Fund;

Staten Island Rapid Transit Operating Authority;

State University Construction Fund;

Syracuse Regional Airport Authority;

Triborough Bridge and Tunnel Authority.

Upper Mohawk valley regional water board.

Upper Mohawk valley regional water finance authority.

Upper Mohawk valley memorial auditorium authority.

Urban Development Corporation and its subsidiary corporations.

(c) the following only to the extent of state contracts entered into for its own account or for the benefit of a state agency as defined in paragraph (a) or (b) of this subdivision:

Dormitory Authority of the State of New York;

Facilities Development Corporation;

New York State Energy Research and Development Authority;

New York State Science and Technology Foundation.

12. "State assisted housing project" shall mean, for such projects which receive from the New York state housing finance agency, the affordable housing corporation, the housing trust fund corporation or the division of housing and community renewal a grant or loan for all or part of the total project cost:

(a) a "permanent housing project for homeless families" or "project" as defined in subdivision five of section sixty-four of the private housing finance law;

(b) a "project" as defined in subdivision twelve of section one thousand one hundred one of the private housing finance law provided said project is located in a large county and consists of more than twelve residential units at a single site;

(c) "affordable home ownership development programs" or "project" as defined in subdivision eight of section one thousand one hundred eleven of the private housing finance law provided said project is located in a metropolitan area as herein defined and consists of more than twelve residential units at a single site;

(d) a "turnkey/enhanced rental project" or "project" as defined in subdivision two of section one thousand one hundred six-a of the private housing finance law;

(e) "infrastructure improvements" as defined in subdivision two of section one thousand one hundred thirty-one of the private housing finance law, to the extent that such "infrastructure improvements" are applied for in connection with a state assisted housing project as defined in paragraphs (a) through (d) of this subdivision and provided further that the applicant for such infrastructure improvements and for such state assisted housing project are identical.

13. "State contract" shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars, whereby a contracting agency is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; (b) a written agreement in excess of one hundred thousand dollars whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars whereby the owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project.

14. "Subcontract" shall mean an agreement providing for a total expenditure in excess of twenty-five thousand dollars for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property or improvements thereon for the beneficial use of the contractor.

15. "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

(a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;

(b) an enterprise in which the ownership interest of such women is real, substantial and continuing;

(c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;

(d) an enterprise authorized to do business in this state and independently owned and operated;

(e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and

(f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

16. "Statewide advocate" shall mean the person appointed by the commissioner to serve in the capacity of the minority and women-owned business enterprise statewide advocate.

17. "Commissioner" shall mean the commissioner of the department of economic development.

18. "Lessee" shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a lease with a state agency as defined in subdivision eleven of this section, or a respondent in conjunction with the award of such a lease or a proposed lessee with a state agency as defined in subdivision eleven of this section.

19. "Personal net worth" shall mean the aggregate adjusted net value of the assets of an individual remaining after total liabilities are deducted. Personal net worth includes the individual's share of assets held jointly with said individual's spouse and does not include the individual's ownership interest in the certified minority and women-owned business enterprise, the individual's equity in his or her primary residence, or up to five hundred thousand dollars of the present cash value of any qualified retirement savings plan or individual retirement account held by the individual less any penalties for early withdrawal.



20. "Small business" as used in this section, unless otherwise indicated, shall mean a business which has a significant business presence in the state, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The director may issue regulations on the construction of the terms in this definition.

21. "The 2010 disparity study" shall refer to the disparity study commissioned by the empire state development corporation, pursuant to section three hundred twelve-a of this article, and published on April twenty-nine, two thousand ten.

22. "Diversity practices" shall mean the contractor's practices and policies with respect to:

(a) utilizing certified minority and women-owned business enterprises in contracts awarded by a state agency or other public corporation, as subcontractors and suppliers; and

(b) entering into partnerships, joint ventures or other similar arrangements with certified minority and women-owned business enterprises as defined in this article or other applicable statute or regulation governing an entity's utilization of minority or women-owned business enterprises.

23. "Provisional MWBE Certification" shall mean minority and women-owned business enterprise certification status which shall not exceed one year, but which may be renewed by the director.

### **§ 311. Division of minority and women's business development**

1. The head of the division of minority and women's business development shall be the director who shall be appointed by the governor and hold office at the pleasure of the commissioner. It shall be the duty of the director of the division of minority and women's business development to assist the governor in the formulation and implementation of laws and policies relating to minority and women-owned business enterprises.

2. The director may appoint such deputies, assistants, and other employees as may be needed for the performance of the duties prescribed herein subject to the provisions of the civil service law and the rules and regulations of the civil service commission. The director may request and

shall receive from any department, division, board, bureau, executive commission or agency of the state such assistance as may be necessary to carry out the provisions of this article.

3. The director shall have the following powers and duties:

(a) to encourage and assist contracting agencies in their efforts to increase participation by minority and women-owned business enterprises on state contracts and subcontracts so as to facilitate the award of a fair share of such contracts to them;

(b) to develop standardized forms and reporting documents necessary to implement this article;

(c) to conduct educational programs consistent with the purposes of this article;

(d) to review periodically the practices and procedures of each contracting agency with respect to compliance with the provisions of this article, and to require them to file periodic reports with the division of minority and women's business development as to the level of minority and women-owned business enterprises participation in the awarding of agency contracts for goods and services;

(e) on January first of each year report to the governor and the chairpersons of the senate finance and assembly ways and means committees on the level of minority and women-owned business enterprises participating in each agency's contracts for goods and services and on activities of the office and effort by each contracting agency to promote employment of minority group members and women, and to promote and increase participation by certified businesses with respect to state contracts and subcontracts so as to facilitate the award of a fair share of state contracts to such businesses. The comptroller shall assist the division in collecting information on the participation of certified business for each contracting agency. Such report may recommend new activities and programs to effectuate the purposes of this article;

(f) to prepare and update periodically a directory of certified minority and women-owned business enterprises which shall, wherever practicable, be divided into categories of labor, services, supplies, equipment, materials and recognized construction trades and which shall indicate areas or locations of the state where such enterprises are available to perform services;

(g) to appoint independent hearing officers who by contract or terms of employment shall preside over adjudicatory hearings pursuant to section three hundred fourteen of this article for the office and who are assigned no other work by the office;

(h) notwithstanding the provisions of section two hundred ninety-six of this chapter, to file a complaint pursuant to the provisions of section two hundred ninety-seven of this chapter where the director has knowledge that a contractor may have violated the provisions of paragraph (a), (b) or (c) of subdivision one of section two hundred ninety-six of this chapter where such violation is unrelated, separate or distinct from the state contract as expressed by its terms; and

(i) to streamline the state certification process to accept federal and municipal corporation certifications.

4. The director may provide assistance to, and facilitate access to programs serving certified businesses as well as applicants to ensure that such businesses benefit, as needed, from technical, managerial and financial, and general business assistance; training; marketing; organization and personnel skill development; project management assistance; technology assistance; bond and insurance education assistance; and other business development assistance. In addition, the director may, either independently or in conjunction with other state agencies:

(a) develop a clearinghouse of information on programs and services provided by entities that may assist such businesses;

(b) review bonding and paperwork requirements imposed by contracting agencies that may unnecessarily impede the ability of such businesses to compete; and

(c) seek to maximize utilization by minority and women-owned business enterprises of available federal resources including but not limited to federal grants, loans, loan guarantees, surety bonding guarantees, technical assistance, and programs and services of the federal small business administration.

### **§ 311-a. Minority and women-owned business enterprise statewide advocate**

1. There is hereby established within the department of economic development an office of the minority and women-owned business enterprise statewide advocate. The statewide advocate shall be appointed by the

commissioner with the advice of the small business advisory board as established in section one hundred thirty-three of the economic development law and shall serve in the unclassified service of the director. The statewide advocate shall be located in the Albany empire state development office.

2. The advocate shall act as a liaison for minority and women-owned business enterprises (MWBEs) to assist them in obtaining technical, managerial, financial and other business assistance for certified businesses and applicants. The advocate shall investigate complaints brought by or on behalf of MWBEs concerning certification delays and instances of violations of law by state agencies. The statewide advocate shall assist certified businesses and applicants in the certification process. Other functions of the statewide advocate shall be directed by the commissioner. The advocate may request and the director may appoint staff and employees of the division of minority and women business development to support the administration of the office of the statewide advocate.

3. The statewide advocate shall establish a toll-free number at the department of economic development to be used to answer questions concerning the MWBE certification process.

4. The statewide advocate shall report to the director and commissioner by November fifteenth on an annual basis on all activities related to fulfilling the obligations of the office of the statewide advocate. The commissioner shall include the unedited text of the statewide advocate's report within the reports submitted by the department of economic development to the governor and the legislature.

### **§ 312. Equal employment opportunities for minority group members and women**

1. All state contracts and all documents soliciting bids or proposals for state contracts shall contain or make reference to the following provisions:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this article affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) At the request of the contracting agency, the contractor shall 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.

(c) The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

2. The contractor will include the provisions of subdivision one of this section in every subcontract, except as provided in subdivision six of this section, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract.

3. The provisions of this section shall not be binding upon contractors or subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate or distinct from the state contract as expressed by its terms.

4. In the implementation of this section, the contracting agency shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such law and if such duplication or conflict exists, the contracting agency shall waive the applicability of this section to the extent of such duplication or conflict.

5. The director shall promulgate rules and regulations to ensure that contractors and subcontractors undertake programs of affirmative action and equal employment opportunity as required by this section. Such rules and regulations as they pertain to any particular agency shall be developed after consultation with contracting agencies. Such rules and regulations may require a contractor, after notice in a bid solicitation, to submit an equal employment opportunity program after bid opening and prior to the award of any contract, and may require the contractor or subcontractor to submit compliance reports relating to the contractor's or subcontractor's operation and implementation of any equal employment opportunity program in effect

as of the date the contract is executed. The contracting agency may recommend to the director that the director take appropriate action according to the procedures set forth in section three hundred sixteen of this article against the contractor for noncompliance with the requirements of this section. The contracting agency shall be responsible for monitoring compliance with this section.

6. The requirements of this section shall not apply to any employment outside this state or application for employment outside this state or solicitations or advertisements therefor, or any existing programs of affirmative action regarding employment outside this state and the effect of contract provisions required by subdivision one of this section shall be so limited.

### **§ 312-a. Study of minority and women-owned business enterprise programs**

1. The director of the division of minority and women-owned business development in the department of economic development is authorized and directed to recommission a statewide disparity study regarding the participation of minority and women-owned business enterprises in state contracts since the amendment of this article to be delivered to the governor and legislature no later than August fifteenth, two thousand sixteen. The study shall be prepared by an entity independent of the department and selected through a request for proposal process. The purpose of such study is:

(a) to determine whether there is a disparity between the number of qualified minority and women-owned businesses ready, willing and able to perform state contracts for commodities, services and construction, and the number of such contractors actually engaged to perform such contracts, and to determine what changes, if any, should be made to state policies affecting minority and women-owned business enterprises; and (b) to determine whether there is a disparity between the number of qualified minorities and women ready, willing and able, with respect to labor markets, qualifications and other relevant factors, to participate in contractor employment, management level bodies, including boards of directors, and as senior executive officers within contracting entities and the number of such group members actually employed or affiliated with state contractors in the aforementioned capacities, and to determine what changes, if any, should be made to state policies affecting minority and women group populations with regard to state contractors' employment and appointment practices relative to diverse group members. Such study shall include, but not be limited to, an analysis of the history of minority and women-owned business enterprise

programs and their effectiveness as a means of securing and ensuring participation by minorities and women, and a disparity analysis by market area and region of the state. Such study shall distinguish between minority males, minority females and non-minority females in the statistical analysis.

2. The director of the division of minority and women-owned business development is directed to transmit the disparity study to the governor and the legislature not later than August fifteenth, two thousand sixteen, and to post the study on the website of the department of economic development.

### **§ 313. Opportunities for minority and women-owned business enterprises**

1. Goals and requirements for agencies and contractors. Each agency shall structure procurement procedures for contracts made directly or indirectly to minority and women-owned business enterprises, in accordance with the findings of the two thousand ten disparity study, consistent with the purposes of this article, to attempt to achieve the following results with regard to total annual statewide procurement:

(a) construction industry for certified minority-owned business enterprises: fourteen and thirty-four hundredths percent;

(b) construction industry for certified women-owned business enterprises: eight and forty-one hundredths percent;

(c) construction related professional services industry for certified minority-owned business enterprises: thirteen and twenty-one hundredths percent;

(d) construction related professional services industry for certified women-owned business enterprises: eleven and thirty-two hundredths percent;

(e) non-construction related services industry for certified minority-owned business enterprises: nineteen and sixty hundredths percent;

(f) non-construction related services industry for certified women-owned business enterprises: seventeen and forty-four hundredths percent;

(g) commodities industry for certified minority-owned business enterprises: sixteen and eleven hundredths percent;

(h) commodities industry for certified women-owned business enterprises: ten and ninety-three hundredths percent;

(i) overall agency total dollar value of procurement for certified minority-owned business enterprises: sixteen and fifty-three hundredths percent;

(j) overall agency total dollar value of procurement for certified women-owned business enterprises: twelve and thirty-nine hundredths percent; and

(k) overall agency total dollar value of procurement for certified minority, women-owned business enterprises: twenty-eight and ninety-two hundredths percent.

1-a. The director shall ensure that each state agency has been provided with a copy of the two thousand ten disparity study.

1-b. Each agency shall develop and adopt agency-specific goals based on the findings of the two thousand ten disparity study.

2. The director shall promulgate rules and regulations pursuant to the goals established in subdivision one of this section that provide measures and procedures to ensure that certified minority and women-owned businesses shall be given the opportunity for maximum feasible participation in the performance of state contracts and to assist in the agency's identification of those state contracts for which minority and women-owned certified businesses may best bid to actively and affirmatively promote and assist their participation in the performance of state contracts so as to facilitate the agency's achievement of the maximum feasible portion of the goals for state contracts to such businesses.

2-a. The director shall promulgate rules and regulations that will accomplish the following:

(a) provide for the certification and decertification of minority and women-owned business enterprises for all agencies through a single process that meets applicable requirements;

(b) require that each contract solicitation document accompanying each solicitation set forth the expected degree of minority and women-owned business enterprise participation based, in part, on:

(i) the potential subcontract opportunities available in the prime procurement contract; and

(ii) the availability, as contained within the study, of certified minority and women-owned business enterprises to respond competitively to the potential subcontract opportunities;



(c) require that each agency provide a current list of certified minority business enterprises to each prospective contractor;

(d) allow a contractor that is a certified minority-owned or women-owned business enterprise to use the work it performs to meet requirements for use of certified minority-owned or women-owned business enterprises as subcontractors;

(e) provide for joint ventures, which a bidder may count toward meeting its minority and women-owned business enterprise participation;

(f) consistent with subdivision six of this section, provide for circumstances under which an agency may waive obligations of the contractor relating to minority and women-owned business enterprise participation;

(g) require that an agency verify that minority and women-owned business enterprises listed in a successful bid are actually participating to the extent listed in the project for which the bid was submitted;

(h) provide for the collection of statistical data by each agency concerning actual minority and women-owned business enterprise participation; and

(i) require each agency to consult the most current disparity study when calculating agency-wide and contract specific participation goals pursuant to this article.

3. Solely for the purpose of providing the opportunity for meaningful participation by certified businesses in the performance of state contracts as provided in this section, state contracts shall include leases of real property by a state agency to a lessee where: the terms of such leases provide for the construction, demolition, replacement, major repair or renovation of real property and improvements thereon by such lessee; and the cost of such construction, demolition, replacement, major repair or renovation of real property and improvements thereon shall exceed the sum of one hundred thousand dollars. Reports to the director pursuant to section three hundred fifteen of this article shall include activities with respect to all such state contracts. Contracting agencies shall include or require to be included with respect to state contracts for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, such provisions as may be necessary to effectuate the provisions of this section in every bid specification and state contract, including, but not limited to: (a) provisions requiring contractors to make a good faith effort to solicit active participation by enterprises identified in the directory of certified businesses provided to the contracting agency by the office; (b)

requiring the parties to agree as a condition of entering into such contract, to be bound by the provisions of section three hundred sixteen of this article; and (c) requiring the contractor to include the provisions set forth in paragraphs (a) and (b) of this subdivision in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with such contract. Provided, however, that no such provisions shall be binding upon contractors or subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from the state contract as expressed by its terms, and nothing in this section shall authorize the director or any contracting agency to impose any requirement on a contractor or subcontractor except with respect to a state contract.

4. In the implementation of this section, the contracting agency shall (a) consult the findings contained within the disparity study evidencing relevant industry specific availability of certified businesses;

(b) implement a program that will enable the agency to evaluate each contract to determine the appropriateness of the goal pursuant to subdivision one of this section;

(c) consider where practicable, the severability of construction projects and other bundled contracts; and

(d) consider compliance with the requirements of any federal law concerning opportunities for minority and women-owned business enterprises which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of any such law duplicate or conflict with the provisions hereof and if such duplication or conflict exists, the contracting agency shall waive the applicability of this section to the extent of such duplication or conflict.

5. (a) Contracting agencies shall administer the rules and regulations promulgated by the director in a good faith effort to meet the maximum feasible portion of the agency's goals adopted pursuant to this article and the regulations of the director. Such rules and regulations: shall require a contractor to submit a utilization plan after bids are opened, when bids are required, but prior to the award of a state contract; shall require the contracting agency to review the utilization plan submitted by the contractor and to post the utilization plan and any waivers of compliance issued pursuant to subdivision six of this section on the website of the contracting agency within a reasonable period of time as established by the director; shall require the contracting agency to notify the contractor in writing within a period of time specified by the director as to any deficiencies contained in

the contractor's utilization plan; shall require remedy thereof within a period of time specified by the director; shall require the contractor to submit periodic compliance reports relating to the operation and implementation of any utilization plan; shall not allow any automatic waivers but shall allow a contractor to apply for a partial or total waiver of the minority and women-owned business enterprise participation requirements pursuant to subdivisions six and seven of this section; shall allow a contractor to file a complaint with the director pursuant to subdivision eight of this section in the event a contracting agency has failed or refused to issue a waiver of the minority and women-owned business enterprise participation requirements or has denied such request for a waiver; and shall allow a contracting agency to file a complaint with the director pursuant to subdivision nine of this section in the event a contractor is failing or has failed to comply with the minority and women-owned business enterprise participation requirements set forth in the state contract where no waiver has been granted.

(b) The rules and regulations promulgated pursuant to this subdivision regarding a utilization plan shall provide that where enterprises have been identified within a utilization plan, a contractor shall attempt, in good faith, to utilize such enterprise at least to the extent indicated. A contracting agency may require a contractor to indicate, within a utilization plan, what measures and procedures he or she intends to take to comply with the provisions of this article, but may not require, as a condition of award of, or compliance with, a contract that a contractor utilize a particular enterprise in performance of the contract.

(c) Without limiting other grounds for the disqualification of bids or proposals on the basis of non-responsibility, a contracting agency may disqualify the bid or proposal of a contractor as being non-responsible for failure to remedy notified deficiencies contained in the contractor's utilization plan within a period of time specified in regulations promulgated by the director after receiving notification of such deficiencies from the contracting agency. Where failure to remedy any notified deficiency in the utilization plan is a ground for disqualification, that issue and all other grounds for disqualification shall be stated in writing by the contracting agency. Where the contracting agency states that a failure to remedy any notified deficiency in the utilization plan is a ground for disqualification the contractor shall be entitled to an administrative hearing, on a record, involving all grounds stated by the contracting agency. Such hearing shall be conducted by the appropriate authority of the contracting agency to review the determination of disqualification. A final administrative determination made following such hearing shall be reviewable in a proceeding commenced under article seventy-eight of the civil practice law and rules, provided that such

proceeding is commenced within thirty days of the notice given by certified mail return receipt requested rendering such final administrative determination. Such proceeding shall be commenced in the supreme court, appellate division, third department and such proceeding shall be preferred over all other civil causes except election causes, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the court of appeals of the state of New York shall be subject to the same preference.

6. Where it appears that a contractor cannot, after a good faith effort, comply with the minority and women-owned business enterprise participation requirements set forth in a particular state contract, a contractor may file a written application with the contracting agency requesting a partial or total waiver of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements together with an explanation of the efforts undertaken by the contractor to obtain the required minority and women-owned business enterprise participation. In implementing the provisions of this section, the contracting agency shall consider the number and types of minority and women-owned business enterprises located in the region in which the state contract is to be performed, the total dollar value of the state contract, the scope of work to be performed and the project size and term. If, based on such considerations, the contracting agency determines there is not a reasonable availability of contractors on the list of certified business to furnish services for the project, it shall issue a waiver of compliance to the contractor. In making such determination, the contracting agency shall first consider the availability of other business enterprises located in the region and shall thereafter consider the financial ability of minority and women-owned businesses located outside the region in which the contract is to be performed to perform the state contract.

7. For purposes of determining a contractor's good faith effort to comply with the requirements of this section or to be entitled to a waiver therefrom the contracting agency shall consider:

(a) whether the contractor has advertised in general circulation media, trade association publications, and minority-focus and women-focus media and, in such event, (i) whether or not certified minority or women-owned businesses which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and

(ii) whether certified businesses which have been solicited by the contractor have responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's bid date; and

(b) whether there has been written notification to appropriate certified businesses that appear in the directory of certified businesses prepared pursuant to paragraph (f) of subdivision three of section three hundred eleven of this article; and

(c) whether the contractor can reasonably structure the amount of work to be performed under subcontracts in order to increase the likelihood of participation by certified businesses.

8. In the event that a contracting agency fails or refuses to issue a waiver to a contractor as requested within twenty days after having made application therefor pursuant to subdivision six of this section or if the contracting agency denies such application, in whole or in part, the contractor may file a complaint with the director pursuant to section three hundred sixteen of this article setting forth the facts and circumstances giving rise to the contractor's complaint together with a demand for relief. The contractor shall serve a copy of such complaint upon the contracting agency by personal service or by certified mail, return receipt requested. The contracting agency shall be afforded an opportunity to respond to such complaint in writing.

9. If, after the review of a contractor's minority and women owned business utilization plan or review of a periodic compliance report and after such contractor has been afforded an opportunity to respond to a notice of deficiency issued by the contracting agency in connection therewith, it appears that a contractor is failing or refusing to comply with the minority and women-owned business participation requirements as set forth in the state contract and where no waiver from such requirements has been granted, the contracting agency may file a written complaint with the director pursuant to section three hundred sixteen of this article setting forth the facts and circumstances giving rise to the contracting agency's complaint together with a demand for relief. The contracting agency shall serve a copy of such complaint upon the contractor by personal service or by certified mail, return receipt requested. The contractor shall be afforded an opportunity to respond to such complaint in writing.

### **§ 313-a. Diversity practices of state contractors**

The director shall promulgate rules and regulations setting forth measures and procedures to require all contracting agencies, where practicable, feasible and appropriate, to assess the diversity practices of contractors

submitting bids or proposals in connection with the award of a state contract. Such rules and regulations shall take into account: the nature of the labor, services, supplies, equipment or materials being procured by the state agency; the method of procurement required to be used by a state agency to award the contract and minority and women-owned business utilization plans required to be submitted pursuant to sections three hundred twelve and three hundred thirteen of this article; and such other factors as the director deems appropriate or necessary to promote the award of state contracts to contractors having sound diversity practices. Such assessment shall not in any way permit the automatic rejection of a bid or procurement contract proposal based on lack of adherence to diversity practices. Each bid or proposal shall be analyzed on an individual per bid or per proposal basis with the contractor's diversity practices considered as only a part of a wider consideration of several factors when deciding to award or decline to award a bid or proposal. The director shall develop the rules and regulations required hereunder only after consultation with the state procurement council established by section one hundred sixty-one of the state finance law.

#### **§ 314. Statewide certification program**

1. The director shall promulgate rules and regulations providing for the establishment of a statewide certification program including rules and regulations governing the approval, denial or revocation of any such certification. Such rules and regulations shall include, but not be limited to, such matters as may be required to ensure that the established procedures thereunder shall at least be in compliance with the code of fair procedure set forth in section seventy-three of the civil rights law.

2. For the purposes of this article, the office shall be responsible for verifying businesses as being owned, operated, and controlled by minority group members or women and for certifying such verified businesses. The director shall prepare a directory of certified businesses for use by contracting agencies and contractors in carrying out the provisions of this article. The director shall periodically update the directory.

2-a. (a) The director shall establish a procedure enabling the office to accept New York municipal corporation certification verification for minority and women-owned business enterprise applicants in lieu of requiring the applicant to complete the state certification process. The director shall promulgate rules and regulations to set forth criteria for the acceptance of municipal corporation certification. All eligible municipal corporation certifications shall require business enterprises seeking certification to meet the following standards:

(i) have at least fifty-one percent ownership by a minority or a women-owned enterprise and be owned by United States citizens or permanent resident aliens;

(ii) be an enterprise in which the minority and/or women-ownership interest is real, substantial and continuing;

(iii) be an enterprise in which the minority and/or women-ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;

(iv) be an enterprise authorized to do business in this state;

(v) be subject to a physical site inspection to verify the fifty-one percent ownership requirement;

(vi) be owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually for inflation according to the consumer price index; and

(vii) be an enterprise that is a small business pursuant to subdivision twenty of section three hundred ten of this article.

(b) The director shall work with all municipal corporations that have a municipal minority and women-owned business enterprise program to develop standards to accept state certification to meet the municipal corporation minority and women-owned business enterprise certification standards.

(c) The director shall establish a procedure enabling the division to accept federal certification verification for minority and women-owned business enterprise applicants, provided said standards comport with those required by the state minority and women-owned business program, in lieu of requiring the applicant to complete the state certification process. The director shall promulgate rules and regulations to set forth criteria for the acceptance of federal certification.

3. Following application for certification pursuant to this section, the director shall provide the applicant with written notice of the status of the application, including notice of any outstanding deficiencies, within thirty days. Within sixty days of submission of a final completed application, the director shall provide the applicant with written notice of a determination by the office approving or denying such certification and, in the event of a

denial a statement setting forth the reasons for such denial. Upon a determination denying or revoking certification, the business enterprise for which certification has been so denied or revoked shall, upon written request made within thirty days from receipt of notice of such determination, be entitled to a hearing before an independent hearing officer designated for such purpose by the director. In the event that a request for a hearing is not made within such thirty day period, such determination shall be deemed to be final. The independent hearing officer shall conduct a hearing and upon the conclusion of such hearing, issue a written recommendation to the director to affirm, reverse or modify such determination of the director. Such written recommendation shall be issued to the parties. The director, within thirty days, by order, must accept, reject or modify such recommendation of the hearing officer and set forth in writing the reasons therefor. The director shall serve a copy of such order and reasons therefor upon the business enterprise by personal service or by certified mail return receipt requested. The order of the director shall be subject to review pursuant to article seventy-eight of the civil practice law and rules.

4. The director may, after performing an availability analysis and upon a finding that industry-specific factors coupled with personal net worth or small business eligibility requirements pursuant to subdivisions nineteen and twenty of section three hundred ten of this article, respectively, have led to the significant exclusion of businesses owned by minority group members or women in that industry, grant provisional MWBE certification status to applicants from that designated industry, provided, however, that all other eligibility requirements pursuant to subdivision seven or fifteen of section three hundred ten of this article, as applicable, are satisfied. Any industry-based determination made under this section by the director shall be made widely available to the public and posted on the division's website.

5. With the exception of provisional MWBE certification, as provided for in subdivision twenty-three of section three hundred ten of this article, all certifications shall be valid for a period of three years.

### **§ 315. Responsibilities of contracting agencies**

1. Each contracting agency shall be responsible for monitoring state contracts under its jurisdiction, and recommending matters to the office respecting non-compliance with the provisions of this article so that the office may take such action as is appropriate to insure compliance with the provisions of this article, the rules and regulations of the director issued hereunder and the contractual provisions required pursuant to this article. All contracting agencies shall comply with the rules and regulations of the office and are directed to cooperate with the office and to furnish to the



office such information and assistance as may be required in the performance of its functions under this article.

2. Each contracting agency shall provide to prospective bidders a current copy of the directory of certified businesses, and a copy of the regulations required pursuant to sections three hundred twelve and three hundred thirteen of this article at the time bids or proposals are solicited.

3. Each contracting agency shall report to the director with respect to activities undertaken to promote employment of minority group members and women and promote and increase participation by certified businesses with respect to state contracts and subcontracts. Such reports shall be submitted periodically, but not less frequently than annually, as required by the director, and shall include such information as is necessary for the director to determine whether the contracting agency and contractor have complied with the purposes of this article, including, without limitation, a summary of all waivers of the requirements of subdivisions six and seven of section three hundred thirteen of this article allowed by the contracting agency during the period covered by the report, including a description of the basis of the waiver request and the rationale for granting any such waiver. Each agency shall also include in such annual report whether or not it has been required to prepare a remedial plan, and, if so, the plan and the extent to which the agency has complied with each element of the plan.

4. The division of minority and women's business development shall issue an annual report which: (a) summarizes the report submitted by each contracting agency pursuant to subdivision three of this section; (b) contains such comparative or other information as the director deems appropriate, including but not limited to goals compared to actual participation of minority and women-owned business enterprises in state contracting, to evaluate the effectiveness of the activities undertaken by each such contracting agency to promote increased participation by certified minority or women-owned businesses with respect to state contracts and subcontracts; (c) contains a summary of all waivers of the requirements of subdivisions six and seven of section three hundred thirteen of this article allowed by each contracting agency during the period covered by the report, including a description of the basis of the waiver request and the contracting agency's rationale for granting any such waiver; (d) describes any efforts to create a database or other information storage and retrieval system containing information relevant to contracting with minority and women-owned business enterprises; and (e) contains a summary of (i) all determinations of violations of this article by a contractor or a contracting agency made during the period covered by the annual report pursuant to section three hundred sixteen-a of this article and (ii) the penalties or

sanctions, if any, assessed in connection with such determinations and the rationale for such penalties or sanctions. Copies of the annual report shall be provided to the commissioner, the governor, the comptroller, the temporary president of the senate, the speaker of the assembly, the minority leader of the senate, the minority leader of the assembly and shall also be made widely available to the public via, among other things, publication on a website maintained by the division of minority and women's business development.

5. Each agency shall include in its annual report to the governor and legislature pursuant to section one hundred sixty-four of the executive law its annual goals for contracts with minority-owned and women-owned business enterprises, the number of actual contracts issued to minority-owned and women-owned business enterprises; and a summary of all waivers of the requirements of subdivisions six and seven of section three hundred thirteen of this article allowed by the reporting agency during the preceding year, including a description of the basis of the waiver request and the rationale for granting such waiver. Each agency shall also include in such annual report whether or not it has been required to prepare a remedial plan, and, if so, the plan and the extent to which the agency has complied with each element of the plan.

6. Each contracting agency that substantially fails to meet the goals supported by the disparity study, as defined by regulation of the director, shall be required to submit to the director a remedial action plan to remedy such failure.

7. If it is determined by the director that any agency has failed to act in good faith to implement the remedial action plan, pursuant to subdivision six of this section within one year, the director shall provide written notice of such a finding, which shall be publicly available, and direct implementation of remedial actions to:

(a) assure that sufficient and effective solicitation efforts to women and minority-owned business enterprises are being made by said agency;

(b) divide contract requirements, when economically feasible, into quantities that will expand the participation of women and minority-owned business enterprises;

(c) eliminate extended experience or capitalization requirements, when programmatically and economically feasible, that will expand participation by women and minority-owned business enterprises;

(d) identify specific proposed contracts as particularly attractive or appropriate for participation by women and minority-owned business enterprises with such identification to result from and be coupled with the efforts of paragraphs (a), (b), and (c) of this subdivision; and

(e) upon a finding by the director that an agency has failed to take affirmative measures to implement the remedial plan and to follow any of the remedial actions set forth by the director, and in the absence of any objective progress towards the agency's goals, require some or all of the agency's procurement, for a specified period of time, be placed under the direction and control of another agency or agencies.

### **§ 316. Enforcement**

Upon receipt by the director of a complaint by a contracting agency that a contractor has violated the provisions of a state contract which have been included to comply with the provisions of this article or of a contractor that a contracting agency has violated such provisions or has failed or refused to issue a waiver where one has been applied for pursuant to subdivision six of section three hundred thirteen of this article or has denied such application, the director shall attempt to resolve the matter giving rise to such complaint. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the director shall refer the matter, within thirty days of the receipt of the complaint, to the division's hearing officers. Upon conclusion of the administrative hearing, the hearing officer shall submit to the director his or her decision regarding the alleged violation of the contract and recommendations regarding the imposition of sanctions, fines or penalties. The director, within ten days of receipt of the decision, shall file a determination of such matter and shall cause a copy of such determination along with a copy of this article to be served upon the contractor by personal service or by certified mail return receipt requested. The decision of the hearing officer shall be final and may only be vacated or modified as provided in article seventy-eight of the civil practice law and rules upon an application made within the time provided by such article. The determination of the director as to the imposition of any fines, sanctions or penalties shall be reviewable pursuant to article seventy-eight of the civil practice law and rules. The penalties imposed for any violation which is premised upon either a fraudulent or intentional misrepresentation by the contractor or the contractor's willful and intentional disregard of the minority and women-owned participation requirement included in the contract may include a determination that the contractor shall be ineligible to submit a bid to any contracting agency or be awarded any such contract for a period not to exceed one year following the final determination; provided however, if a contractor has previously been determined to be ineligible to submit a bid

pursuant to this section, the penalties imposed for any subsequent violation, if such violation occurs within five years of the first violation, may include a determination that the contractor shall be ineligible to submit a bid to any contracting agency or be awarded any such contract for a period not to exceed five years following the final determination. The division of minority and women's business development shall maintain a website listing all contractors that have been deemed ineligible to submit a bid pursuant to this section and the date after which each contractor shall once again become eligible to submit bids.

### **§ 316-a. Prohibitions in contracts; violations**

Every contracting agency shall include a provision in its state contracts expressly providing that any contractor who willfully and intentionally fails to comply with the minority and women-owned participation requirements of this article as set forth in such state contract shall be liable to the contracting agency for liquidated or other appropriate damages and shall provide for other appropriate remedies on account of such breach. A contracting agency that elects to proceed against a contractor for breach of contract as provided in this section shall be precluded from seeking enforcement pursuant to section three hundred sixteen of this article; provided however, that the contracting agency shall include a summary of all enforcement actions undertaken pursuant to this section in its annual report submitted pursuant to subdivision three of section three hundred fifteen of this article.

### **§ 317. Superseding effect of article with respect to state law**

The provisions of this article shall supersede any other provision of state law, which expressly implements or mandates an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises, concerning action to be taken by any party to a state contract, to which the provisions of this article apply; provided, however, that the provisions of any state law, not as hereinabove superseded, which expressly implement or mandate such programs shall remain unimpaired by the provisions of this article, except that the provisions of any such law shall be construed as if the provisions of subdivisions five, six, seven and eight of section three hundred thirteen and section three hundred sixteen of this article were fully set forth therein and made applicable only to complaints of violations under such provisions of law occurring on or after September first, nineteen hundred eighty-eight; provided, further, that nothing contained in this article shall be construed to limit, impair, or otherwise restrict any state agency's authority or discretionary power in effect prior to the enactment of this article to

establish or continue, by rule, regulation or resolution, an equal opportunity program or a program for securing participation of minority and women-owned business enterprises with regard to banking relationships, the issuance of insurance policies or contracts for the sale of bonds, notes or other securities; and, provided further, that nothing contained in the immediately preceding proviso shall be construed to create, impair, alter, limit, modify, enlarge, abrogate or restrict any agency's authority or discretionary power with respect to an equal opportunity program or a program for securing participation of minority and women-owned enterprises.

### **§ 318. Severability**

The provisions of this article shall supersede any other provision of state law, which expressly implements or mandates an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises, concerning action to be taken by any party to a state contract, to which the provisions of this article apply; provided, however, that the provisions of any state law, not as hereinabove superseded, which expressly implement or mandate such programs shall remain unimpaired by the provisions of this article, except that the provisions of any such law shall be construed as if the provisions of subdivisions five, six, seven and eight of section three hundred thirteen and section three hundred sixteen of this article were fully set forth therein and made applicable only to complaints of violations under such provisions of law occurring on or after September first, nineteen hundred eighty-eight; provided, further, that nothing contained in this article shall be construed to limit, impair, or otherwise restrict any state agency's authority or discretionary power in effect prior to the enactment of this article to establish or continue, by rule, regulation or resolution, an equal opportunity program or a program for securing participation of minority and women-owned business enterprises with regard to banking relationships, the issuance of insurance policies or contracts for the sale of bonds, notes or other securities; and, provided further, that nothing contained in the immediately preceding proviso shall be construed to create, impair, alter, limit, modify, enlarge, abrogate or restrict any agency's authority or discretionary power with respect to an equal opportunity program or a program for securing participation of minority and women-owned enterprises.

## Opportunity Programs Group

UPSTATE: 515 Broadway • Albany, NY 12207-2964 • Phone: (518) 257-3706 Fax: (518) 257-3100  
DOWNSTATE: One Penn Plaza, 52<sup>nd</sup> Floor • New York, NY • 10119-0098 • Phone: (212) 273-5038 Fax: (212) 273-5121

### **“GOOD FAITH EFFORTS” GUIDELINES**

All firms selected to perform on DASNY contracts, that included MBE/WBE/SDVOB requirements, should use these Guidelines for the preparation of MBE/WBE and SDVOB Utilization Plans and all supporting “good faith efforts” documentation.

Responses to information in the Guidelines should be given in an item-by-item format following the numerical sequence as presented and submitted with your Request for Waiver to the Opportunity Programs Group. If you fail to adequately document and respond to each item, it may result in a finding of non-compliance. If you need assistance, please contact the Opportunity Programs Group at (518) 257-3706 (Upstate) or (212) 273-5038 (Downstate).

### **GUIDELINES**

1. Attach a copy of the completed Utilization Plan in accordance with MBE/WBE/SDVOB goals established in the Contract Documents.
2. Submit a written request for a referral list of M/WBE’s certified by NYS Empire State Development or SDVOB’s certified by OGS Division of Service-Disabled Veteran’s Business Development by trade or service from the Opportunity Programs Group for subcontracting and procurement opportunities.
3. Provide a record of written solicitations made to certified MBE/WBE/SDVOB’s obtained from the NYS Empire State Development directory of certified businesses located at: <https://ny.newnycontracts.com> and the directory of OGS Division of Service-Disabled Veteran’s Business Development certified businesses located at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>. Include dates and copies of solicitations made.
4. Contact all the NYS Empire State Development certified MBE/WBEs and OGS Division of Service-Disabled Veteran’s Business Development certified SDVOB’s posted in the list of interested subcontractors and suppliers posted on the DASNY’s website: <http://www.dasny.org/construc/bidops/03C2.php>.
5. Provide a record of advertisements placed in general circulation, trade and minority and women oriented publications. Include the name of publications and dates of advertisements.
6. Submit documentation that clearly demonstrates that you contacted all the MBE/WBE/SDVOB’s identified through the outreach activities outlined above to determine their capacity to perform the applicable scope of work.

## **“GOOD FAITH EFFORTS” GUIDELINES cont’d**

7. Provide a record of ALL responses received from NYS certified minority and women-owned business enterprises and OGS certified service-disabled veteran-owned businesses to any such advertisements and solicitations made. Include dates and copies of any written responses.
8. Provide a list of any pre-bid, pre-award, or other meetings attended with NYS certified minority or women owned businesses or OGS certified service-disabled veteran-owned businesses.
9. List the efforts undertaken to subdivide portions of the work into smaller components in order to increase NYS certified minority and women-owned business enterprise participation or OGS certified service-disabled veteran-owned business participation.
10. Did your firm solicit any NYS certified minority and women-owned business enterprises or OGS certified service-disabled veteran-owned businesses located outside the region where the scope of work is to be performed? If so, what actions were taken to contact and assess the financial ability of those firms to participate?
11. Provide a description of all relevant contract documents, plans or specifications, or documents describing the scope of work which was made available to NYS certified minority and women-owned business enterprises or OGS certified service-disabled veteran-owned businesses for the purposes of soliciting their bids. Include the dates and manner in which these documents were made available.
12. Were the same subcontract terms and conditions offered to NYS certified minority and women-owned business enterprises and OGS certified service-disabled veteran-owned businesses as those offered in the ordinary course of business and to other subcontractors?
13. Did your firm engage in direct in person or telephone negotiations with NYS certified M/WBE firms or OGS certified SDVOB firms where quotes originally submitted were deemed as too high?
14. Has your firm made payments for work performed by NYS certified minority and women-owned business enterprises or OGS certified service-disabled veteran-owned businesses in a timely fashion for past work so as to facilitate continued performance by the certified businesses?
15. List any special considerations and/or concerns, which are preventing adequate NYS certified minority and women-owned business enterprises or OGS certified service-disabled veteran-owned businesses to participate.

**MWBE AND EEO FORMS BELOW ARE NOT  
REQUIRED FOR BID SUBMISSION; BUT  
THEY ARE REQUIRED TO BE UTILIZED AS  
PART OF THE CONTRACT COMPLIANCE  
DURING CONSTRUCTION IF CONTRACTS  
EXCEED \$100,000.000, PER NYS 15-A.**



# STANDARD EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

## PRIME INFORMATION

☐ Contractor ☐ Consultant ☐ Vendor

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## PROJECT INFORMATION

Project No: \_\_\_\_\_ Project Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_  
Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

The following is a statement of \_\_\_\_\_'s commitment to provide participation by minority, women and service disabled veteran persons in the workforce at the above referenced project:

\_\_\_\_\_  
(Initial) Will ensure and maintain a working environment free of harassment, intimidation and coercion and shall specifically ensure that all foremen, superintendents and other supervisory personnel are aware of, and carry out, our commitment to maintain such a working environment.

\_\_\_\_\_  
(Initial) Will establish and maintain a current list of minority, women and service disabled veteran recruitment sources and notify such sources and minority and community organizations when employment opportunities are available and maintain a record of the sources' and organizations' responses.

\_\_\_\_\_  
(Initial) Will maintain a file of the names and addresses of each minority, woman or service disabled veteran person referred by any individual, recruitment source or community organization and of what action was taken with respect to each such-referred individual. If the individual was not employed, the file will contain the reasons.

\_\_\_\_\_  
(Initial) Will promptly notify DASNY when the union or unions with which DASNY has a collective bargaining agreement, has not referred to us a minority person or woman sent by us to such a union for employment in the work or when it has other information that the union referral process has impeded efforts to meet its obligations.

\_\_\_\_\_  
(Initial) Will disseminate this Equal Employment Opportunity policy statement within the organization and will provide all subcontractors with a copy, discussing it with them prior to commencing work at the job site. A copy of DASNY's Equal Employment policy shall be posted at the job site at all times.

\_\_\_\_\_  
Principal or Officer (print name and title) Signature Date



☐ Check this box to request that the material included herein be withheld from disclosure pursuant to Article 6 of the Public Officers Law (Freedom of Information Law).

[illegible]

# COMPLIANCE REPORT

## PRIME CONTRACTOR / CONSULTANT / VENDOR INFORMATION

Requisition Date: \_\_\_\_\_ Requisition Amount: \_\_\_\_\_

Firm Name:	Federal ID No:	Project No:	Proj Name:
Address:	Contact:	Contract No:	WAJO No (if applicable):
	Phone:	Institution:	
	Email:	Work Description:	

## MBE/WBE/SDVOB - PAYMENTS

*Instructions: In the appropriate section, please list each NYS Certified MBE/WBE/SDVOB subcontractor or supplier being utilized. All subcontractors and suppliers utilized must be listed regardless of the award amount or the payment being made. Compliance Report Instructions click [HERE](#)*

### MBE PAYMENT INFORMATION

☐ Check if no MBE subcontractors or suppliers are being utilized in this section

MBE Company Information	Federal ID Number	Classification	Amount to be Paid from this Requisition	Total Amount Paid from Prior Requisitions	Subcontract/PO's Award Amount
Firm Name: Address: Work Description:		<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier			
Firm Name: Address: Work Description:		<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier			

**MBE SUBTOTAL:**

### WBE PAYMENT INFORMATION

☐ Check if no WBE subcontractors or suppliers are being utilized in this section

WBE Company Information	Federal ID Number	Classification	Amount to be Paid from this Requisition	Total Amount Paid from Prior Requisitions	Subcontract/PO's Award Amount
Firm Name: Address: Work Description:		<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier			
Firm Name: Address: Work Description:		<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier			

**WBE SUBTOTAL:**

# COMPLIANCE REPORT

## SDVOB PAYMENT INFORMATION

☐ Check if no SDVOB subcontractors or suppliers are being utilized in this section

SDVOB Company Information	Federal ID Number	Classification	Amount to be Paid from this Requisition	Total Amount Paid from Prior Requisitions	Subcontract/PO's Award Amount
Firm Name: Address: Work Description:		<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier			
Firm Name: Address: Work Description:		<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier			

**SDVOB SUBTOTAL:**

## NON-MBE/WBE/SDVOB - PAYMENTS

*Instructions: List each NON-MBE/WBE/SDVOB subcontractor or supplier being utilized with a total award amount of subcontracts and purchase orders greater than \$10,000. All subcontractors and suppliers identified must be listed regardless of the payment being made.*

## NON-MBE/WBE/SDVOB PAYMENT INFORMATION

☐ Check if no firms or suppliers are being utilized in this section

NON-MBE/WBE/SDVOB Company Information	Federal ID Number	Classification	Amount to be Paid from this Requisition	Total Amount Paid from Prior Requisitions	Subcontract/PO's Award Amount
Firm Name: Address: Work Description:		<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier			
Firm Name: Address: Work Description:		<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier			

**NON-MBE/WBE/SDVOB SUBTOTAL:**

**REPORT TOTAL:**

## COMPLIANCE CERTIFICATION\*

\_\_\_\_\_ { name of firm } hereby certifies that for the current payment period: (i) the information in this report regarding MBE/WBE/SDVOB participation on the contract is true and accurate; (ii) the MBE/WBE/SDVOB subcontractors and vendors listed in this report have performed a commercially useful function on the project and have not, other than as allowed in the approved Utilization Plan, subcontracted their assigned scope of work to a non-MBE/WBE/SDVOB entity; and (iii) it is in compliance with the approved Utilization Plan for the contract.

_____ Principal or Officer (print name and title)	_____ Signature	_____ Date
--	--------------------	---------------

Subscribed and sworn to before me in the State of \_\_\_\_\_

County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

ID No.: \_\_\_\_\_

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

***\*False statements, information or data submitted on or with Application for Payment, may result in one or more of the following actions: Termination of Contract for cause; disapproval of future bids, contracts, or subcontracts; withholding of final payments on the contract; and civil and/or criminal prosecution.***

DASNY's review of this report does not relieve the Contractor of its obligation to provide a true and accurate report and strictly comply with its approved Utilization Plan and Contract General Conditions requirements.

_____ Reviewed by Design/Const. Phase Manager (print name and title)	_____ Signature	_____ Date
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## **APPENDIX G**



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Lewis  
Robert Wick, Project Manager  
POB 59  
Lewis NY 12950

Schedule Year 2019 through 2020  
Date Requested 08/30/2019  
PRC# 2019011413

Location Lewis Highway Garage  
Project ID# P-0025-2017  
Project Type Construction of wooden slat shed structure on newly built concrete foundation.

### 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 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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

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

## **Introduction**

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

## **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

## **Hours**

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

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

## **Wages and Supplements**

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

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

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

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.



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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

e(b) ).

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

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

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

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

## **Workers' Compensation**

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

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

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

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

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

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

## **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Lewis  
Robert Wick, Project Manager  
POB 59  
Lewis NY 12950

Schedule Year 2019 through 2020  
Date Requested 08/30/2019  
PRC# 2019011413

Location Lewis Highway Garage  
Project ID# P-0025-2017  
Project Type Construction of wooden slat shed structure on newly built concrete foundation.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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

# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### **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' concerns with regard to 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.*

**NOTE:** This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

# **Construction Industry Fair Play Act**

## **Required Posting For Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov).

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.state.ny.us](mailto:dol.misclassified@labor.state.ny.us) .





New York State Department of Labor  
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 such as
  - unemployment benefits, if 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 required by New York State and Federal Law.

**Penalties** for paying 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, 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 1(866)435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously and you can remain anonymous.**

**Employer Name:**

# WORKER NOTIFICATION

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

***Effective February 24, 2008***

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

# Attention Employees

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

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

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:**  
[www.labor.ny.gov](http://www.labor.ny.gov)

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

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

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

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

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

# **OSHA 10-hour Construction Safety and Health Course – S1537-A**

***Effective July 18, 2008***

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

***NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

## **Where to find OSHA 10-hour Construction Course**

1. NYS Department of Labor website for scheduled outreach training at:

[https://labor.ny.gov/workerprotection/safetyhealth/dosh\\_training.shtm](https://labor.ny.gov/workerprotection/safetyhealth/dosh_training.shtm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophs.umdj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingleton@keene.edu](mailto:lsingleton@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

3. List of trainers and training schedules for OSHA outreach training at:

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

# Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

# WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$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 work 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 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.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

### **Regarding Use of Form PW30.1 (Previously 30R)**

**“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”**

### **To use the ‘4 Day / 10 Hour Work Schedule’:**

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

***AND***

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

### ***REMEMBER...***

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

**(Please note :** For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)



# Instructions for Completing Form PW30.1

(Previously 30R)

## “Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

### ***Before completing Form PW30.1 check to be sure ...***

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### **Instructions (Type or Print legibly):**

#### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

#### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

\*\*\**Do not write in any additional Classifications or Counties.*\*\*\*

#### Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

#### Return Completed Form:

- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Bureau of Public Work Harriman  
State Office Campus  
Building 12, Room 130  
Albany, New York 12240  
Phone: (518) 457-5589 | Fax: (518) 485-1870  
[www.labor.ny.gov](http://www.labor.ny.gov)

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- There is a **Dispensation of Hours** in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please **type or print** the requested information and then **mail or fax** to the address above.

### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

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

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-8)*  
\*\*\* Do not write in any additional Classifications or Counties\*\*\*

### Requestor Information

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

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

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties & Partial Counties**.

- |     |                             |     |                                 |
|-----|-----------------------------|-----|---------------------------------|
| 1.  | Albany County               | 33. | Oneida County                   |
| 2.  | Allegany County             | 34. | Onondaga County                 |
| 3.  | Bronx County                | 35. | Ontario County                  |
| 4.  | Broome County               | 36. | Orange County                   |
| 5.  | Cattaraugus County          | 37. | Orleans County                  |
| 6.  | Cayuga County               | 38. | Oswego County                   |
| 7.  | Chautauqua County           | 39. | Otsego County                   |
| 8.  | Chemung County              | 40. | Putnam County                   |
| 9.  | Chenango County             | 41. | Queens County                   |
| 10. | Clinton County              | 42. | Rensselaer County               |
| 11. | Columbia County             | 43. | Richmond County (Staten Island) |
| 12. | Cortland County             | 44. | Rockland County                 |
| 13. | Delaware County             | 45. | Saint Lawrence County           |
| 14. | Dutchess County             | 46. | Saratoga County                 |
| 15. | Erie County                 | 47. | Schenectady County              |
| 16. | Essex County                | 48. | Schoharie County                |
| 17. | Franklin County             | 49. | Schuyler County                 |
| 18. | Fulton County               | 50. | Seneca County                   |
| 19. | Genesee County              | 51. | Steuben County                  |
| 20. | Greene County               | 52. | Suffolk County                  |
| 21. | Hamilton County             | 53. | Sullivan County                 |
| 22. | Herkimer County             | 54. | Tioga County                    |
| 23. | Jefferson County            | 55. | Tompkins County                 |
| 24. | Kings County (Brooklyn)     | 56. | Ulster County                   |
| 25. | Lewis County                | 57. | Warren County                   |
| 26. | Livingston County           | 58. | Washington County               |
| 27. | Madison County              | 59. | Wayne County                    |
| 28. | Monroe County               | 60. | Westchester County              |
| 29. | Montgomery County           | 61. | Wyoming County                  |
| 30. | Nassau County               | 62. | Yates County                    |
| 31. | New York County (Manhattan) |     |                                 |
| 32. | Niagara County              |     |                                 |

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter – Building	276B-All	7	2 ,5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		



## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

## Essex County General Construction

### Boilermaker

08/01/2019

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 1

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

07/01/2019

01/01/2020

Additional

Boilermaker

\$ 37.29

\$ 1.59

#### SUPPLEMENTAL BENEFITS

Per hour

07/01/2019

Journeymen

\$ 24.53

+ 1.24\*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

#### REGISTERED APPRENTICES

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
18.42	18.42	19.30	20.16	21.03	21.91	22.79	23.65
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

### Carpenter - Building

08/01/2019

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 2

#### ENTIRE COUNTIES

Clinton, Essex, Franklin

#### WAGES

Per hour:

07/01/2019

07/01/2020

Additional

Carpenter

\$ 27.17

\$ 1.00

Floor Coverer

27.17

1.00

Carpet Layer

27.17

1.00

Dry-Wall

27.17

1.00

Lather

27.17

1.00

Diver-Wet Day

61.25

0.00

Diver-Dry Day

28.17

1.00

Diver Tender

28.17

1.00

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- Pile Drivers shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  - 0' to 80' no additional fee
  - 81' to 100' additional \$.50 per foot
  - 101' to 150' additional \$0.75 per foot
  - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 20.89

### **OVERTIME PAY**

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

\* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

### **REGISTERED APPRENTICES**

Wages per hour

FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

One year terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.46
2nd year term	11.46
3rd year term	14.06
4th year term	14.06

FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour:

1st term	\$ 11.46
2nd term	11.46
3rd term	14.06
4th term	14.06
5th term	14.06

ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED (not subject to overtime premiums):

- Pile Driving apprentices shall receive \$0.25 per hour when performing piledriving work.

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Cli

**Carpenter - Building / Heavy&Highway**

**08/01/2019**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Wages per hour:	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 30.88	\$ 1.15	\$ 1.15

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.10

**OVERTIME PAY**

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

**HOLIDAY**

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

Notes:

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.55
2nd year term	11.55
3rd year term	14.15
4th year term	14.15

2-42AtSS

**Carpenter - Heavy&Highway**

**08/01/2019**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Carpenter	\$ 33.02	\$ 1.40	\$ 1.40

Piledriver	33.02	1.40	1.40
Diver-Wet Day	58.02	1.40	1.40
Diver-Dry Day	34.02	1.40	1.40
Diver-Tender	34.02	1.40	1.40

**NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):**

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 22.50

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

**FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016**

One year terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.42
2nd year term	11.42
3rd year term	14.02
4th year term	14.02

**FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016**

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

1st term	\$ 11.42
2nd term	11.42
3rd term	14.02
4th term	14.02
5th term	14.02

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

<b>Electrician</b>	<b>08/01/2019</b>
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**JOB DESCRIPTION** Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

**WAGES**

Per hour:	07/01/2019	04/01/2020	04/01/2021	04/01/2022
		Additional	Additional	Additional
Electrician	\$ 35.00	\$ 1.55	\$ 1.60	\$ 1.65
Teledata	35.00			
Welder	37.00			

NOTE: Additional premiums for the following work listed:

-Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.

-Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM regular wage rate
2nd shift:	4:30 PM to 1:00 AM regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM regular wage rate plus 31.4%

**\*\* IMPORTANT NOTICE - EFFECTIVE 07/01/2012 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 20.68
	*plus 5.75% of
	gross wage

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME 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) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: Hourly terms at the following percentage of Journeyman's wage.

	1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
	45%	50%	55%	60%	70%	80%
Electrician	\$15.75	\$17.50	\$19.25	\$21.00	\$24.50	\$28.00
Tunnel	\$17.25	\$19.00	\$20.75	\$22.50	\$26.00	\$29.50

**SUPPLEMENTAL BENEFITS per hour:**

07/01/2019

Appr 1st & 2nd term \$ 10.02  
\* plus 5.75% of  
gross wage

Appr All other terms \$ 20.68  
\* plus 5.75% of  
gross wage

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

**Elevator Constructor**

**08/01/2019**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida  
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

**WAGES**

Per hour

07/01/2019

01/01/2020

Mechanic \$ 46.00 \$ 47.51

Helper 70% of Mechanic Wage Rate 70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

\*\*\*Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2019

01/01/2020

Journeyman/Helper \$ 33.705\* \$ 34.765\*

(\*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper



**Glazier**

**08/01/2019**

**JOB DESCRIPTION** Glazier

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

	07/01/2019	5/01/2020 Additional	5/01/2021 Additional
Glazier Base Wage	\$ 29.15	\$ 1.75	\$ 1.75
+ additional \$2.20 per hour for all hours worked			
High Work Base Wage*	31.55		
+ additional \$3.55 per hour for all hours worked			

(\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 20.06
Journeyman High Work	25.36

**OVERTIME PAY**

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

Premium is applied to the respective base wage only.

**HOLIDAY**

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

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice Glazier One Year and 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$2.20 per hour for all hours worked for all terms			

Apprentice Glazier Hi-Work One Year and 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.52 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.39
2nd-4th term	20.06
Apprentice High Work	
1st term	19.34
2nd-4th term	25.36

1-201

**Insulator - Heat & Frost**

**08/01/2019**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 1**

## ENTIRE COUNTIES

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

## WAGES

Wages per hour	07/01/2019	8/4/2019
Asbestos Worker*	\$ 36.04	\$ 35.62
Insulator*	36.04	35.62
Firestopping Worker*	30.64	30.28

(\*)On Mechanical Systems only.

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

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 21.94	\$ 22.36
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## OVERTIME PAY

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

\*B1=Double time begins after 10 hours on Saturday

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices	\$ 21.94	\$ 22.36
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1-40

## Ironworker

08/01/2019

## JOB DESCRIPTION Ironworker

## DISTRICT 1

## ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

## PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Perth, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

## WAGES

Wages	07/01/2019
Per hour	

Ornamental	\$ 31.55
Reinforcing	31.55
Rodman	31.55
Structural & Precast	31.55
Mover/Rigger	31.55
Fence Erector	31.55
Stone Derrickman	31.55
Sheeter	31.80
Curtain Wall Installer	31.55
Metal Window Installer	31.55

## SUPPLEMENTAL BENEFITS

Per hour

JOURNEYMAN \$ 28.81

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2019

1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50

Supplemental Benefits per hour worked

1st year	\$ 11.25
2nd year	22.39
3rd year	23.97
4th year	25.57

1-12

**Laborer - Building**

**08/01/2019**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

GROUP A: All Laborers (except as noted)

GROUP B: Asbestos & Hazardous Waste Work.

WAGES per hour

07/01/2019

Group A	\$ 24.33
Group B	25.83

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 22.45
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**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

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3,001-4,000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

All Terms: Same as Journeyman

7-1822ew

**Laborer - Heavy&Highway**

**08/01/2019**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

Per hour:

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & Power Unit, Pusher Type Concrete Saw and All Other Gas, Electric, Oil, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

WAGES per hour	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Group # A	\$ 25.97	\$ 1.60	\$ 1.60
Group # B	26.17	1.60	1.60
Group # C	26.37	1.60	1.60
Group # D	26.57	1.60	1.60
Group # E	28.67	1.60	1.60

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Operation of all terrain forklifts or skid steers is the work of the Operating Engineers, please see appropriate rates.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 24.95

**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 a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS per hour worked:

All Terms: Same as Journeyman

7-1822/2h

**Laborer - Tunnel**

**08/01/2019**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

GROUP A: General Laborer

GROUP B: Change Houseman, Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work

WAGES (per hour)

	07/01/2019	07/01/2020	07/01/2021
Tunnel Laborer:		Additional	Additional
Group A	\$ 29.15	\$ 1.60	\$ 1.60
Group B	29.35	1.60	1.60
Group C*	31.65	1.60	1.60

(\*)Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

Note - A single irregular work shift shall be paid an additional \$2.50 per hour.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.95

### 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 a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

### REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

### SUPPLEMENTAL BENEFITS

All Terms: Same as Journeyman

7-1822T

## Lineman Electrician

08/01/2019

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2019	05/04/2020
Lineman, Technician	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	52.05	53.50
Welder, Cable Splicer	52.05	53.50
Digging Mach. Operator	46.85	48.15
Tractor Trailer Driver	44.24	45.48
Groundman, Truck Driver	41.64	42.80

Equipment Mechanic	41.64	42.80
Flagman	31.23	32.10

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	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	52.05	53.50
Cable Splicer	57.26	58.85
Certified Welder -		
Pipe Type Cable	54.65	56.18
Digging Mach. Operator	46.85	48.15
Tractor Trailer Driver	44.24	45.48
Groundman, Truck Driver	41.64	42.80
Equipment Mechanic	41.64	42.80
Flagman	31.23	32.10

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	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	53.37	54.82
Cable Splicer	58.71	60.30
Certified Welder -		
Pipe Type Cable	56.04	57.56
Digging Mach. Operator	48.03	49.34
Tractor Trailer Driver	45.36	46.60
Groundman, Truck Driver	42.70	43.86
Equipment Mechanic	42.70	43.86
Flagman	32.02	32.89

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	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	54.56	56.01
Cable Splicer	54.56	56.01
Digging Mach. Operator	49.10	50.41
Tractor Trailer Driver	46.38	47.61
Groundman, Truck Driver	43.65	44.81
Equipment Mechanic	43.65	44.81
Flagman	32.74	33.61

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 %

**\*\* IMPORTANT NOTICE \*\***

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.

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### **SUPPLEMENTAL BENEFITS**

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

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 24.15 *plus 6.75% of hourly wage	\$ 24.90 *plus 6.75% of hourly wage
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\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

#### HOLIDAY

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

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

#### REGISTERED APPRENTICES

WAGES: 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: Same as Journeyman

6-1249a

#### Lineman Electrician - Teledata

08/01/2019

#### 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).

	07/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 31.12	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	\$ 16.49	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 4.73 *plus 3% of wage paid	\$ 4.73 *plus 3% of wage paid	\$ 4.73 *plus 3% of wage paid
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\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

### HOLIDAY

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

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal, Lighting

08/01/2019

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

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

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

A flagger's duties shall consist of traffic control only.  
(Ref #14.01.01)

Per hour:

07/01/2019 05/04/2020

Lineman, Technician	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	45.00	46.20
Certified Welder	47.25	48.51
Digging Machine	40.50	41.58
Tractor Trailer Driver	38.25	39.27
Groundman, Truck Driver	36.00	36.96
Equipment Mechanic	36.00	36.96
Flagman	27.00	27.72

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

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%

### \*\* IMPORTANT NOTICE \*\*

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.

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

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



Journeyman	\$ 24.15 *plus 6.75% of hourly wage	\$ 24.90 *plus 6.75% of hourly wage
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\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.  
Supplements paid at STRAIGHT TIME rate for holidays.

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

	07/01/2019	05/04/2020
1st term	\$ 27.00	\$ 27.72
2nd term	29.25	30.03
3rd term	31.50	32.34
4th term	33.75	34.65
5th term	36.00	36.96
6th term	38.25	39.27
7th term	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

#### Lineman Electrician - Tree Trimmer

08/01/2019

**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

Per hour:

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.

07/01/2019

Tree Trimmer	\$ 25.79
Equipment Operator	22.81
Equipment Mechanic	22.81
Truck Driver	18.99
Groundman	15.64
Flag person	11.27

#### SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 9.98 *plus 3% of hourly wage
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\* The 3% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

## HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.  
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

## Mason - Building

08/01/2019

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

## ENTIRE COUNTIES

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

## WAGES

Per hour 07/01/2019

Tile/Marble/Terrazzo

Setter	\$ 35.46
Finisher	27.71

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 19.98
Journeyman Finisher	17.24

## 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

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2019

Setter:	
1st term 0-500 hrs	\$ 11.63
2nd term 501-1500 hrs	11.63
3rd term 1501-2500 hrs	15.85
4th term 2501-3500 hrs	15.85
5th term 3501-4500 hrs	17.97
6th term 4501-6000 hrs	19.98

Finisher:	
1st term 0-500 hrs	\$ 11.09
2nd term 501-1500 hrs	11.09
3rd term 1501-2500 hrs	14.21
4th term 2501-3700 hrs	14.21

12-2TS.1

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**Mason - Building****08/01/2019**

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**JOB DESCRIPTION** Mason - Building**DISTRICT** 12**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**PARTIAL COUNTIES**

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

**WAGES**

Per hour 07/01/2019

Bricklayer	\$ 32.84
Cement Finisher	32.84
Plasterer/Fireproofers*	32.84
Pointer/Caulker/Cleaner	32.84
Stone Mason	32.84
Acid Brick	33.84

(\*)Fireproofers on Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 19.62

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 11.77
All others	\$ 19.62

12-2b.8

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**Mason - Heavy&Highway****08/01/2019**

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**JOB DESCRIPTION** Mason - Heavy&Highway**DISTRICT** 12**ENTIRE COUNTIES**

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

**PARTIAL COUNTIES**

Onondaga: For Heavy &amp; Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&amp;Highway tag 1-2h/h on.

**WAGES**

Per hour  
07/01/2019  
Mason &  
Bricklayer \$38.24

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman  
\$ 19.90

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

#### REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

\$ 19.90

12-2hh.1

#### Millwright

08/01/2019

**JOB DESCRIPTION** Millwright

**DISTRICT** 2

#### ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

#### WAGES

Per hour:	07/01/2019	07/01/2020
		Additional
Building	\$ 28.59	\$ 1.25
Heavy & Highway	30.59	1.25

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

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$0.50. This amount will increase to \$1.00 on 7/1/2020.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.30

#### OVERTIME PAY

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

\*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of journeymans rate.

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

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 10.60
2nd term	19.49
3rd term	20.76
4th term	22.03

2-1163.2

## Operating Engineer - Building

08/01/2019

**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 Bedelt Road then east along Bedelt 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:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (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:

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.

\* 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

	07/01/2019	07/01/2020	07/01/2021
Class # A1	\$ 44.68	45.67	46.71
Class # A	44.19	45.18	46.22
Class # B	43.17	44.16	45.20
Class # C	40.27	41.26	42.30

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.  
Additional \$2.50 per hr over B rate for Nuclear Leader work.  
Additional \$0.40 per hr for tunnel or excavation of shaft 40" or more deep.  
Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

#### **SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2019	07/01/2020	07/01/2021
Journeyman	\$ 27.10	28.25	29.40

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

Employees who work a Saturday holiday shall be paid double time plus 8 hours of straight time.

#### **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

	07/01/2019	07/01/2020	07/01/2021
All terms	\$ 22.40	23.55	24.70

1-158 Alb

#### **Operating Engineer - Heavy&Highway**

**08/01/2019**

**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, Schoenectady, 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 Bedelt Road then east along Bedelt 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 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), 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), Scraper, 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 selfpropelled), 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

**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), 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**

	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Master Mechanic	\$ 46.43	\$ 2.60	\$ 2.70
Class A*	44.82		
Class B	43.91		
Class C	41.34		

Additional \$2.50 per hour for All Employees who work a single irregular work shift 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.

(\*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 27.30

**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 celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

**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

All Terms 07/01/2019  
\$ 22.70

1-158H/H Alb

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT** 4

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, 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:	07/01/2019	10/01/2019
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 39.23	\$ 40.31
CLASS A2 Crane Operator (360 swing)	34.96	35.92
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	33.93	34.86
CLASS B2 Certified Welder	31.94	32.82
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.07	31.92
CLASS C2 Boat Operator	30.06	30.89
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	24.97	25.66

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2019	10/01/2019
All Classes A & B	\$11.23 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	\$11.88 plus 7.5% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$10.93 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.63 plus 7.5% of straight time wage, Overtime hours	11.28 plus 7.5% of straight time wage, Overtime hours



add \$ 0.33

add \$ 0.33

### OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarDredge

## Operating Engineer - Survey Crew

08/01/2019

**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, Niagara, 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.

07/01/2019

Party Chief	\$ 41.51
Instrument Person	39.15
Rod Person	27.10

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 26.80
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### OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

### 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:

07/01/2019

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 16.21
1001-2000	18.92
2001-3000	21.63

12-158-545 D.H.H.

## Operating Engineer - Survey Crew - Consulting Engineer

08/01/2019

**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, Niagara, 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.

07/01/2019

Party Chief	\$ 42.86
Instrument Person	39.37
Rod Person	29.14

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	\$ 25.60
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### **OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

### **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:

07/01/2019

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 17.43
1001-2000	\$ 20.35
2001-3000	\$ 23.26

12-158-545 DCE

### **Operating Engineer - Tunnel**

08/01/2019

**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 Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt 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 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; 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.); Guniting 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); Scarifier (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 Insertor (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); Reviniu Widener; Shell Winder; Steam Cleaner; Tractor

WAGES per hour:

	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Master Mechanic	\$ 48.00	\$ 49.45	\$ 51.00	\$ 52.60
CLASS A	45.59	47.04	48.59	50.19
CLASS B	44.37	45.82	47.37	48.97
CLASS C	41.58	43.03	44.58	46.18
CLASS D	38.57	40.02	41.57	43.17

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 to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 49.59	\$ 51.04	\$ 52.59	\$ 54.19
Crane 2	48.59	50.04	51.59	53.19
Crane 3	47.59	49.04	50.59	52.19

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 29.60	\$ 30.75	\$ 31.90	\$ 33.05
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**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 wage.

1st term	60% of Class B
2nd term	65% of Class B
3rd term	70% of Class B
4th term	75% of Class B

SUPPLEMENTAL BENEFITS per hour paid: Same as Journeyman

7-158-832TL.

## Painter

08/01/2019

**JOB DESCRIPTION** Painter

**DISTRICT** 1

### ENTIRE COUNTIES

Albany, Essex, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

### WAGES

Per hour	07/01/2019	05/01/2020 Additional
Painter\Wallcover	\$ 29.09	\$1.50
Drywall Finishers	29.09	1.50
Spray Rate	29.09	1.50
Structural Steel*	30.09	1.50
Lead Abatement	30.09	1.50
Lead Abatement on Structural Steel	31.09	1.50

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

### SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 16.85

### OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

### REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms \$ 16.85

1-201-P

## Painter - Bridge & Structural Steel

08/01/2019

**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: 07/01/2019

\$ 49.50

+ 6.38\*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: 07/01/2019

\$ 9.50

+26.05\*

\* 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 (A, F, R) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

07/01/2019

1st year \$ 23.13

2nd year 34.73

3rd year 46.30

Supplemental Benefits - Per hour:

1st year \$ 13.44

2nd year 20.16

3rd year 26.88

8-DC-9/806/155-BrSS

## Painter - Line Striping

08/01/2019

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

## ENTIRE COUNTIES

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

## WAGES

Per hour:

Painter (Striping-Highway): 07/01/2019

Striping-Machine Operator\* \$ 29.93

Linerman Thermoplastic \$ 36.06

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2019  
Journeyworker:

Striping-Machine operator \$ 7.44  
Linerman Thermoplastic \$ 7.44

#### OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

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

07/01/2019

1st term \$ 11.97  
2nd term 17.96  
3rd term 23.94

Supplemental Benefits per hour:

1st term \$ 7.44  
2nd term 7.44  
3rd term 7.44

8-1456-LS

#### Painter - Metal Polisher

08/01/2019

**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

07/01/2019  
Metal Polisher \$ 30.58  
Metal Polisher\* 31.53  
Metal Polisher\*\* 34.08

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Journeyworker:  
All classification \$ 7.72

#### 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:

07/01/2019

1st year	\$ 15.00
2nd year	15.00
3rd year	15.75

1st year*	\$ 17.39
2nd year*	17.44
3rd year*	18.29

1st year**	\$ 19.50
2nd year**	19.50
3rd year**	20.25

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 5.52
2nd year	5.52
3rd year	5.52

8-8A/28A-MP

## Plumber

08/01/2019

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

### ENTIRE COUNTIES

Essex

### PARTIAL COUNTIES

Franklin: Entire County except for the Village of Hogansburg and the St. Regis Indian Reservation.

Hamilton: The Townships of Long Lake and Indian Lake

### WAGES

Per hour

07/01/2019

Plumber & Steamfitter	\$ 38.50
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### SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 20.55 +10.43*
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\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

### REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's wage

1st yr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 17.63 + 5.22*
2nd yr	18.21 + 6.26*
3rd yr	18.80 + 7.30*
4th yr	19.38 + 8.34*
5th yr	19.97 + 9.39*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

1-773EF-SF

## Roofer

08/01/2019

### JOB DESCRIPTION Roofer

DISTRICT 1

#### ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

#### WAGES

Per hour

	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Roofer/Waterproofer	\$ 31.55	\$1.50	\$1.50
Asphalt Cold Process	32.05		
Fluid Applied Roof	32.05		
Pitch & Asbestos	33.55		

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 19.27

#### 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 any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

#### REGISTERED APPRENTICES

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 58%  
1500 hrs.

2nd Term 74%  
1 yr. and 1500 hrs.

3rd Term 90%  
1 yr. and 1050 hrs.

Supplemental Benefits per hour worked

1st Term	\$ 17.69
2nd Term	18.12
3rd Term	18.60

1-241

## Sheetmetal Worker

08/01/2019

### JOB DESCRIPTION Sheetmetal Worker

DISTRICT 1

#### ENTIRE COUNTIES

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



## WAGES

Per hour

	07/01/2019	06/01/2020 Additional	06/01/2021 Additional
Sheetmetal Worker	\$33.16	\$ 1.75	\$ 1.75

All work requiring HAZWOPER Training additional \$1.00 per hour

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$33.09

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

## REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$18.44
2nd term	\$19.99
3rd term	\$20.77
4th term	\$21.55
5th term	\$20.34
6th term	\$21.35
7th term	\$23.04
8th term	\$24.73
9th term	\$26.41
10th term	\$28.10

Supplemental Benefits per hour worked

1st term	\$20.30
2nd term	20.88
3rd term	21.18
4th term	21.60
5th term	27.62
6th term	28.05
7th term	28.77
8th term	29.49
9th term	30.21
10th term	30.93

1-83

## Sprinkler Fitter

08/01/2019

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT** 1

## ENTIRE COUNTIES

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

## WAGES

Per hour	07/01/2019
Sprinkler	\$ 34.91
Fitter	

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 24.93

## 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

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.22	\$ 17.89	\$ 17.93	\$ 18.48	\$ 18.52	\$ 18.57	\$ 18.61	\$ 18.66	\$ 18.70

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.04	\$ 18.04	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29

1-669

### Teamster - Building

08/01/2019

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 7**

### ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

### PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

### WAGES

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.

GROUP # 2: Tandems, Mechanics & Batch Trucks.

GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

07/01/2019

Building:

Group #1	\$ 23.58
Group #2	24.58
Group #3	24.68
Group #4	23.84

### SUPPLEMENTAL BENEFITS

Per hour:

All groups \$ 21.51

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

7-687B

**Teamster - Heavy&Highway**

**08/01/2019**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, St. Lawrence

**PARTIAL COUNTIES**

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

**WAGES**

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

07/01/2019

Heavy/Highway:

Group #1 \$ 25.82

Group #2 26.04

Additional \$1.50 per hour for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

**SUPPLEMENTAL BENEFITS**

Per hour:

All classes \$ 23.52

**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 a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

**Welder**

**08/01/2019**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2019

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   |



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

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

**NYSDOL Bureau of Public Work Debarment List 08/29/2019**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANNA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/12/2020
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY	12/22/2015	12/22/2020

**NYSDOL Bureau of Public Work Debarment List 08/29/2019**

**Article 8**

DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
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	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020

**NYSDOL Bureau of Public Work Debarment List 08/29/2019**

**Article 8**

DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUHAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023

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DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE	04/07/2016	04/07/2021

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DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021

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DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
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	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD	11/10/2015	11/10/2020

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DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020



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DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
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		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE BROOKLYN NY 11205	10/20/2015	10/20/2020

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DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		2821 GARDNER ROAD POMPEY NY 13138	08/26/2016	08/26/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

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DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022