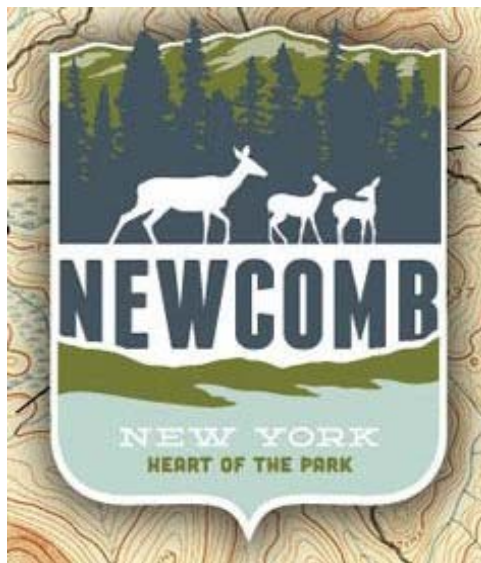


SALT STORAGE SHED

Project Construction Manual



PROJECT OWNER:

THE TOWN OF NEWCOMB, NEW YORK

PROJECT NUMBER:

P-0098-2017

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NOTICE TO BIDDERS

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Town of Newcomb, will accept sealed bids at the Newcomb Town Hall until 2:00 P.M. on **January 10th, 2020** 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 **January 10th, 2020** at 2:00 P.M. at the Newcomb Town Hall, located at 5639 State Route 28N, Newcomb NY 12852. Please contact the Town Clerk at

(518) 582-3211 for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained at the above address, and additionally on the County's website at: <https://www.co.essex.ny.us/bidders/publicbids.aspx>.

TIME OF RESPONSE:

- | | |
|---|---|
| • RFP/Bid Posted: | Friday, December 6th, 2019. |
| • Responses Due: | January 10th, 2020 by 2:00 pm. |
| • Town Board Proposal Review & Notification of Award: | January 14th 2020 (Normal Board Meeting). |
| • Contract Execution estimated: | January 28th 2020 |
| • Project Completion: | August 1st, 2020 |

All bids submitted in response to this notice shall be marked "SEALED BID – NEWCOMB SALT STORAGE SHED" 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 Newcomb 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: **December 6th, 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 at **State Rte 28N & Tahawus Rd; 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 and Federal wage rates. If Federal Davis-Bacon wage rates differ from the New York State prevailing wage rates, then the higher of the two rates shall apply and be paid to eligible workers:

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
- ✓ 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 \$[] & BID BOND
- [WICKS EXEMPTION IF CONTRACT AMOUNT IS ABOVE APPLICABLE THRESHOLD]
- **Appendix B**
- **Appendix C**
- Draft MWBE/EEO/Section Utilization Plan, as applicable per **Appendix G**
- **List of proposed Subs & Suppliers**

Project

SALT STORAGE SHED

Location

NYS RTE 28N
TOWN OF NEWCOMB
ESSEX COUNTY, New York

Project Owner

TOWN OF NEWCOMB
5639 STATE RTE. 28N
POB 405
NEWCOMB, NY 12852

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:

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.

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

(Seal) _____ (Seal)

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 NEWCOMB**, 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 **TOWN OF NEWCOMB SALT 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 **_ninety (90) _ 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: **Robin Deloria**
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

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

On this day of , 2020, 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 _____, 2020, 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 , 2020, 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.

Notary Public

GENERAL CONDITIONS

GENERAL CONDITIONS

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23. Payment
24. Audits and Records
25. Labor Law and Prevailing Wages Notifications Provisions
26. Statutory Requirements for Restrictions on Contracts during the Procurement Process and Disclosure of Contacts and Responsibility of Offerers
27. No Assignment
28. Miscellaneous Provisions

Appendices:

- (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 – Contractors Change Order Forms;**
- (g) **Appendix G – Funding Agency Requirements;**
- (h) **Appendix H - Prevailing Wage Rate Schedule (to be updated in 2020)**

ARTICLE 1 – THE CONTRACT DOCUMENTS

- 1.1 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. General Conditions;
 2. **Appendix A –Supplementary Terms & Conditions;**
 3. **Appendix B – Iran Divestment Certification;**
 4. **Appendix C - Vendor Responsibility Questionnaire;**
 5. **Appendix D – Construction Plans & Specifications;**
 6. **Appendix E - Contractors Payment Application Form;**
 7. **Appendix F – Contractors Change Order Forms;**
 8. **Appendix G – Funding Agency Requirements;**
 9. **Appendix H – Project Federal and/or Prevailing Wage Rate Schedule;**
 10. Agreement;
 11. Instructions to Bidders;
 12. Notice to Bidders;
 13. Performance Bond;
 14. Payment Bond;
 15. All Required Forms and Certificates of Insurance;
 16. All Addenda issued prior to the receipt of bids;
 17. An Approved M/WBE, SDVOB or Section 3 Utilization Plan, if required;
- 1.2 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.
- 1.3 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 NEWCOMB**.
- 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 matter 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.

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 **in the sum of \$500.00**, 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 Indemnitee; 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 NEWCOMB** 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 31st of each year and are in effect July 1st through June 30th. New determinations shall supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1st, 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 The prevailing wage rates of the Department of Labor apply to this project. The Labor Standards Provisions found at 29 CFR 5.5(a) apply to this project if the prevailing wage rates of the Department of Labor apply. If the contract cost is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) also applies.
- 25.1 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 NEWCOMB

5639 STATE RTE 28N
NEWCOMB, NY 12852

Phone: (518) 582-3211

Fax: (518) 582-2061

E-Mail Address: supervisor@newcombny.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

- 30.1 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 – Contractors Change Order Forms;**
 - (g) **Appendix G – Funding Agency Requirements;**
 - (h) **Appendix H – Project Federal and/or Prevailing Wage Rate Schedule;**

APPENDIX A

APPENDIX A.

Additional Terms and Conditions to Agreement Between

The TOWN OF NEWCOMB (“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 **Department of Environmental Conservation (DEC) Water Quality**

Improvement Project (WOIP) 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.

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.

Signature

Title

Company

Date

APPENDIX F

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 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 *(enter N/A, if not applicable)*:

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
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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.

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.

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:	
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
(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

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"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<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"> (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 (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 	<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.
(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:

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:

1.	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
2.	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
3.	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
4.	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
5.	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:

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:							
6.	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	
7.	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	
8.	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	
9.	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	
10.	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:**

5.	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	
6.	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	
7.	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	
8.	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:**

9.	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	
10.	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	

Grand Total All Uncompleted Contracts	\$0.00
--	---------------

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

TOWN OF NEWCOMB
SALT STORAGE
FACILITY
ESSEX COUNTY, NEW YORK

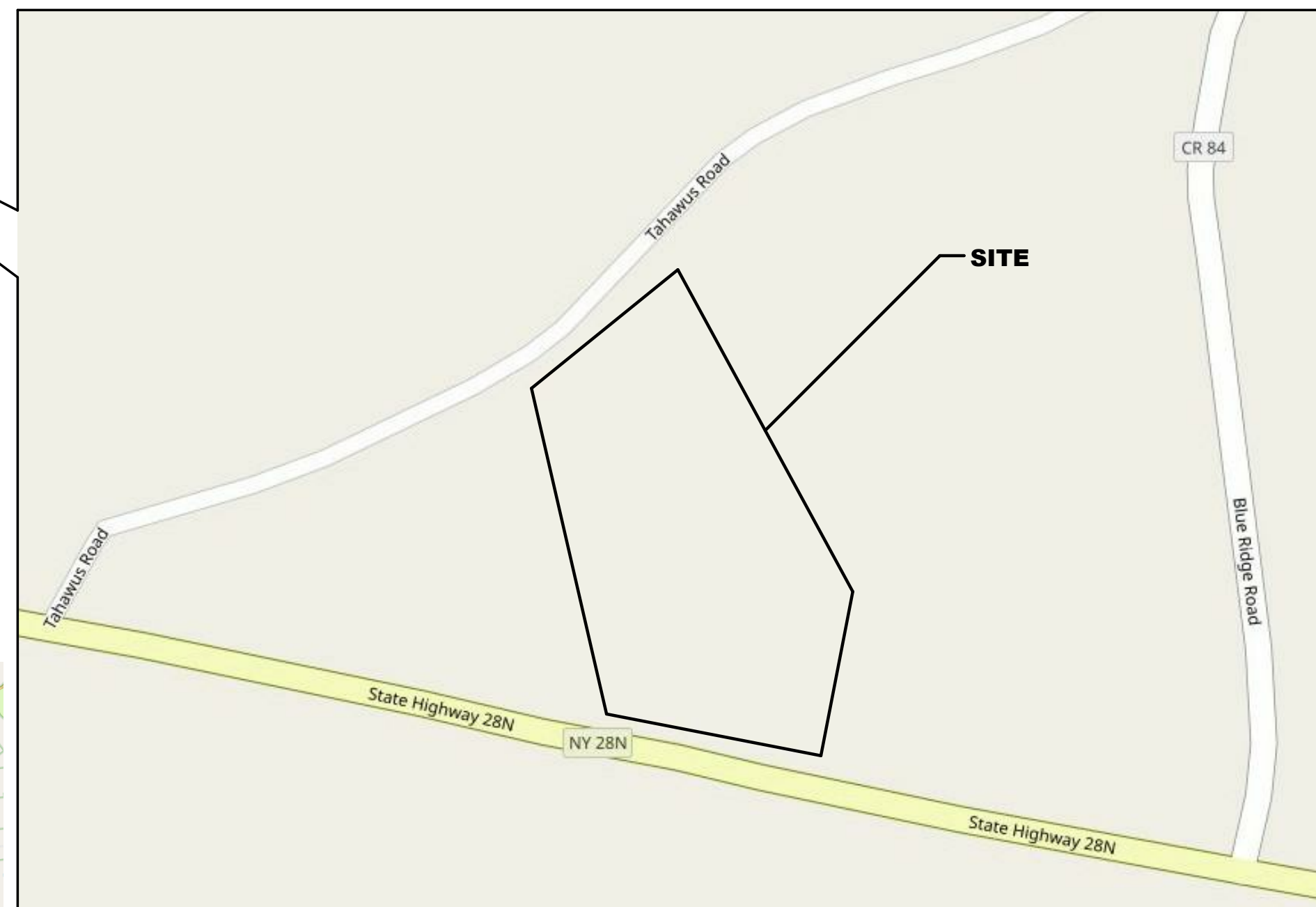
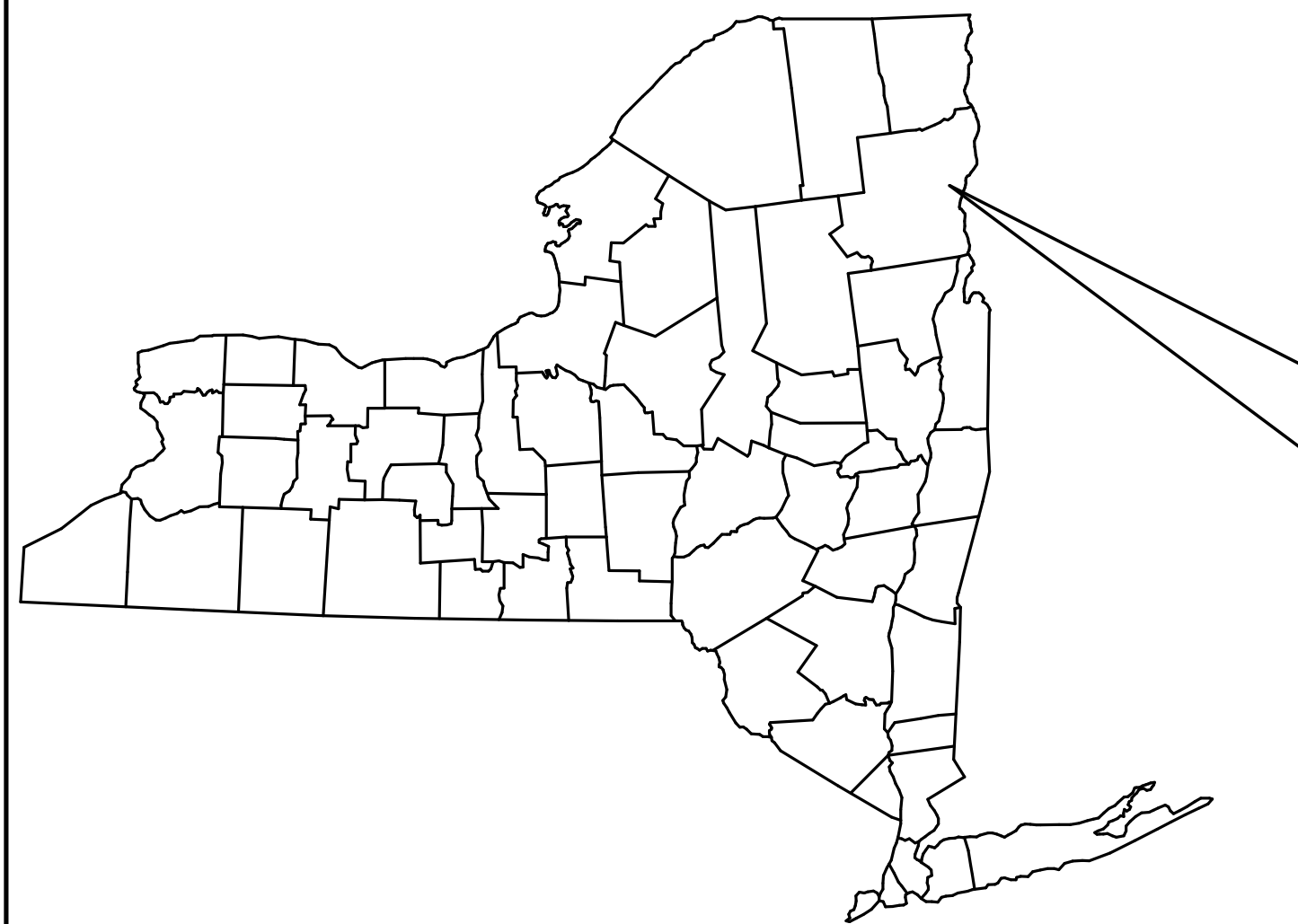
NYS DEC CONTRACT # DEC01-C00540GG-3350000
--

<u>TOWN SUPERVISOR</u>	<u>HIGHWAY</u>	<u>TOWN COUNCIL</u>	
ROBIN DELORIA	<u>SUPERINTENDENT</u>	DAVE OLBERT	LANA FENNESSY
	MARK YANDON	JOE NOVAK	DONALD BOTT

<u>TOWN SUPERVISOR</u>	<u>HIGHWAY</u>	<u>TOWN COUNCIL</u>	
ROBIN DELORIA	<u>SUPERINTENDENT</u>	DAVE OLBERT	LANA FENNESSY
	MARK YANDON	JOE NOVAK	DONALD BOTT

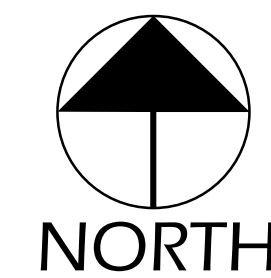
<u>TOWN SUPERVISOR</u>	<u>HIGHWAY</u>	<u>TOWN COUNCIL</u>	
ROBIN DELORIA	<u>SUPERINTENDENT</u>	DAVE OLBERT	LANA FENNESSY
	MARK YANDON	JOE NOVAK	DONALD BOTT

<u>TOWN SUPERVISOR</u>	<u>HIGHWAY</u>	<u>TOWN COUNCIL</u>	
ROBIN DELORIA	<u>SUPERINTENDENT</u>	DAVE OLBERT	LANA FENNESSY
	MARK YANDON	JOE NOVAK	DONALD BOTT



PROJECT LOCATION

NOT TO SCALE



DRAWING SET ORGANIZATION

DRAWING NUMBERING SYSTEM

A = ALPHA CHARACTER N = NUMERIC CHARACTER

DISCIPLINE A A N N SEQUENTIAL DWG. NO. (00-99)

BLDG. OR STRUCTURE DESIGNATION (SEE BELOW) DRAWING TYPE (0-9)

NOTE: IF NO SECOND ALPHA CHARACTER, DRAWING IS GENERIC & USED FOR OVERALL PLANS OR DISCIPLINE DETAIL

DRAWING DISCIPLINE DESIGNATORS

G - GENERAL DRAWINGS	W - PROCESS DRAWINGS
V - SURVEY/MAPPING DRAWINGS	FS - FOOD SERVICES
C - CIVIL DRAWINGS	P - PLUMBING DRAWINGS
X - ABATEMENT DRAWINGS	FP - FIRE PROTECTION DRAWINGS
S - STRUCTURAL DRAWINGS	M - MECHANICAL DRAWINGS
A - ARCHITECTURAL DRAWINGS	E - ELECTRICAL DRAWINGS

DRAWING TYPE DESIGNATOR

(3RD CHARACTER OF DWG. NO.)

0	GENERAL (SYMBOLS, LEGENDS, NOTES, ETC.) & DIAGRAMS
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS (VERTICAL VIEWS)
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE SCALE PLANS, ELEVATIONS, & SECTIONS
5	DETAILS
6	SCHEDULES
7	USER DEFINED
8	USER DEFINED
9	USER DEFINED

DRAWING LIST TABLE	
Drawing Number	Drawing Title
G-DRAWINGS	
G-001	COVER SHEET
C-DRAWINGS	
C-001	SITE NOTES, SYMBOLS, & ABBREVIATIONS
C-100	OVERALL SITE PLAN
C-101	SITE PLAN
C-102	UTILITY PLAN
C-103	TEMPORARY EROSION & SEDIMENT CONTROL AND GRADING PLAN
C-104	LIGHTING PLAN
C-501	DETAILS
S-DRAWINGS	
S-001	GENERAL PROJECT INFORMATION
S-100	FOUNDATION AND ROOF FRAMING PLAN
S-300	SECTIONS & DETAILS
S-301	SECTIONS & DETAILS
A-DRAWINGS	
A-001	ARCHITECTURAL NOTES, SYMBOLS, & ABBREVIATIONS
A-101	FLOOR & REFLECTED CEILING PLANS
A-102	ROOF PLAN & DETAILS
A-201	EXTERIOR ELEVATIONS
A-401	WALL SECTIONS
A-501	ARCHITECTURAL DETAILS
E-DRAWINGS	
E-001	ELECTRICAL NOTES, SYMBOLS & ABBREVIATIONS
E-101	ELECTRICAL PLAN
E-501	ELECTRICAL DETAILS



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PROJECT TITLE:

TOWN OF NEWCOMB

**SALT STORAGE
FACILITY**

**NORTH SIDE OF STATE ROUTE
28N, TOWN OF NEWCOMB,
ESSEX COUNTY, NEW YORK**

DRAWING TITLE:

COVER SHEET

DWG. ISSUE/REVISIONS	DATE(MM/DD/YYYY)
PRELIMINARY AGENCY REVIEW	12/12/2018
RELEASE FOR AGENCY REVIEW & BID	01/18/2019

DESIGNED BY: RAF	DRAWN BY: RAF	AES PROJ. NO.: 4692
BUILDING ID:		DRAWING NO.: G-001

Plot Date: 01/22/2019 Plot Time: 12:06 PM
File Path: P:\64692 Newcomb (T) - Salt Storage Shed\1 Drawings\2 Eng Arch\6 Con Docs\3 C4692 C-001-2017.dwg

LEGEND			
EXISTING SITE FEATURES		PROPOSED SITE FEATURES	
	FOUND SURVEY MONUMENT (DESCRIPTION AS NOTED)		STRUCTURE
	SURVEY MONUMENT TO BE SET (SURVEYOR'S ALUMINUM ID CAP OVER 5/8" DIA. REBAR OR "MAG" NAIL IN PAVED SURFACE)		CONSTRUCTION FENCE
	TAX MAP PARCEL NUMBER		STRAW BALE DIKE
	CABLE TV RISER		DRAIN LINE
	TELEPHONE RISER		FOOTING DRAIN
	ELECTRIC MANHOLE		WATER MAIN
	ELECTRIC PULL BOX		STORM SEWER
	GUY WIRE		SANITARY SEWER
	POLE MOUNTED EXTERIOR LIGHT		CLEARING LIMITS
	UTILITY POLE		PERIMETER DIVERSION DITCH
	UTILITY POLE WITH LIGHT		UNDERGROUND CABLE
	NATURAL GAS MARKER		UNDERGROUND ELECTRIC
	NATURAL GAS VALVE		LPG
	SANITARY SEWER MANHOLE		UNDERGROUND NATURAL GAS LINE
	SANITARY CLEAN OUT		UNDERGROUND TELEPHONE
	CATCH BASIN		OVERHEAD ELECTRIC
	STORM SEWER MANHOLE		TEMPORARY OVERHEAD ELECTRIC
	WELL		EDGE OF PAVEMENT
	WATER SHUTOFF		CHAIN LINK FENCE
	HYDRANT		FLEXIBLE PAVEMENT
	GATE VALVE (GV)		RIGID PAVEMENT/SIDEWALK (CONCRETE)
	WATER METER		RIP RAP
	FINISHED FLOOR		CONTOUR
	LANDSCAPED AREA		SPOT ELEVATION
	CONIFEROUS TREE		GATE VALVE (GV)
	DECIDUOUS TREE		GATE VALVE VAULT
	ORNAMENTAL BUSH OR SHRUB		FIRE HYDRANT UNIT
	MAILBOX		WATER CURB STOP
	SIGN		METER PIT
	DRAINAGE FLOW		SEWER CLEAN OUT
	TRAFFIC FLOW		BOLLARD
	HANDICAPPED		CATCH BASIN
	DEEP HOLE TEST PIT		LIGHT FIXTURE TYPE H
	PERC TEST		POLE MOUNTED LIGHT FIXTURE
	TEST BORING		UTILITY POLE WITH GUY WIRE
	FLAG POLE		PULL BOX
			JUNCTION BOX
			TEMPORARY PULL BOX
			MANHOLE STRUCTURE (TAG DENOTES TYPE)
			SANITARY SEWER FORCEMAIN
			MANHOLE KEY: SA-X SANITARY VV-X SANITARY VALVE VAULT FM-X FORCEMAIN CLEANOUT ST-X STORM OF-X OUTFALL STRUCTURE PS-X PUMP STATION E-X ELECTRICAL

GENERAL NOTES:

- WHERE THE INSTALLATION OF WORK WILL PROVIDE INSTABILITY TO ABOVE GROUND FEATURES, (I.E. BUILDINGS, WALLS, POWER POLES, SIGNS, ETC.) THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PROTECT THOSE ITEMS FROM SETTLING OR DAMAGE (I.E. SHEETING/SHORING). ANY DAMAGE WHICH OCCURS TO THESE ITEMS DURING THE WORK SHALL BE REPAIRED/REPLACED TO THE SATISFACTION OF THE OWNER, UTILITY OWNER, & ENGINEER, AS APPLICABLE. (TYP. ALL AREAS).
- LOCATIONS SHOWING EXISTING UTILITIES ARE ONLY APPROXIMATE. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO LOCATE EXISTING UNDERGROUND UTILITIES (WHETHER SHOWN ON PLANS OR NOT). IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED AS A RESULT OF CONTRACTOR'S WORK ACTIVITIES, CONTRACTOR SHALL REPAIR/REPLACE DAMAGED PORTIONS AS REQUIRED BY OWNER OF THE UTILITY AT NO ADDITIONAL COST TO THE OWNER OR UTILITY OWNER. ALWAYS CALL DIG SAFELY NEW YORK (72) HOURS PRIOR TO EXCAVATIONS. DIG WITH CARE! ALWAYS HAND DIG WHEN WITHIN 2 FEET ON EITHER SIDE OF ANY MARKED LINES. IF DAMAGE, CONTACT OR DISTURBANCE OF ANY UNDERGROUND UTILITY LINE OCCURS, IMMEDIATELY NOTIFY THE AFFECTED FACILITY OPERATOR, UTILITY OR PIPELINE COMPANY. IF DAMAGE TO AN UNDERGROUND FACILITY CREATES AN EMERGENCY, TAKE IMMEDIATE STEPS TO SAFEGUARD HEALTH AND PROPERTY. CONTACT 911.
- CONTRACTOR SHALL PROVIDE NECESSARY TOOLS, EQUIPMENT AND LABOR TO MAINTAIN EXISTING UTILITY POLES IN UPRIGHT (PLUMB) MANNER DURING INSTALLATION OF WORK ADJACENT TO UTILITY POLES. CONTRACTOR TO COORDINATE UTILITY POLE STABILIZATION WITH UTILITY COMPANY. ALL EXPENSES ASSOCIATED WITH UTILITY COMPANY SHALL BE PAID BY THE CONTRACTOR.
- ALL SPOILS RESULTING FROM THIS PROJECT SHALL BE DISPOSED OF AT THE PROJECT A SITE LOCATED DIRECTED BY THE ENGINEER.
- PRIOR TO ANY EXCAVATION WORK BEING CONDUCTED, CONTRACTOR SHALL PROVIDE TEMPORARY STORMWATER CONTROL MEASURES IN ACCORDANCE WITH NYS DEC BEST MANAGEMENT PRACTICES AND AS SHOWN ON PLANS AND AS PER DETAILS. CONTRACTOR SHALL ADHERE TO THE MORE STRINGENT OF THE REQUIREMENTS AND SHALL BE TOTALLY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.
- PROJECT BENCHMARK LOCATION AND ELEVATION, IF NOT SHOWN ON PLANS, WILL BE PROVIDED TO CONTRACTOR BY ENGINEER BEFORE CONSTRUCTION BEGINS.
- DESIGN OF EARTH RESTRAINING SYSTEMS (SHEETING, SHORING, TRENCH BOXES, ETC.) PROPOSED FOR USE DURING THE EXCAVATION OF PITS OR TRENCHES SHALL BE ENGINEERED, STAMPED AND SIGNED BY CONTRACTOR'S EMPLOYED NYS LICENSED PROFESSIONAL ENGINEER. DESIGNS SHALL INCLUDE CALCULATIONS WHICH TAKE INTO ACCOUNT FACTORS INCLUDING, BUT NOT NECESSARILY LIMITED TO: DEPTH OF EXCAVATION, SOILS CHARACTERISTICS (TYPE, COMPOSITION, COMPACTION, MOISTURE CONTENT, LOCATION IN CUT OR FILL AREAS, ETC.), ELEVATION OF WATER TABLE, PRESENCE OF BEDROCK, PROXIMITY TO SHOULDER, TRAFFIC LOADING, AND IMPACT OF NEARBY FACILITIES AND/ OR STRUCTURES, ETC. CONTRACTOR'S DESIGN SHALL BE SUBMITTED FOR REVIEW PRIOR TO INITIATING EXCAVATION ACTIVITIES.
- REFER TO THE APPENDICES IN THE TECHNICAL SPECIFICATION MANUAL FOR CONDITIONS OF ANY PRE-APPROVED PERMITS. CONTRACTOR IS RESPONSIBLE FOR TOTAL COMPLIANCE WITH ALL CONDITIONS OF THE PERMITS.
- THE CONTRACT DOCUMENTS PROVIDE NO WARRANTY OR GUARANTEES TO THE TYPE OF ROCK, SOILS OR THE LEVEL OF GROUNDWATER THAT EXIST ON THE SITE. THE CONTRACTOR MAY CONDUCT ANY REASONABLE EXPLORATION OF THE PROJECT SITES PRIOR TO BIDDING, PROVIDED HE/SHE HAS APPROVAL FROM THE OWNER.
- COORDINATE ANY TEMPORARY (LESS THAN (8) HOURS) SHUTDOWN OF THE EXISTING UTILITIES WITH EACH PROPERTY OWNER. PROVIDE A MINIMUM OF (2) BUSINESS DAYS WRITTEN NOTICE PRIOR TO DISRUPTION OF SERVICE. CONTRACTOR SHALL COORDINATE ALL SHUTDOWNS WITH THE OWNER, ENGINEER AND PROPERTY OWNER.
- THE TERM "NYS DEC BEST MANAGEMENT PRACTICES," "BEST MANAGEMENT PRACTICES," AND/OR "BMP'S" "STORMWATER MANAGEMENT PRACTICES", OR "SMP'S" SHALL REFER TO NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL AND NEW YORK STATE STORMWATER MANAGEMENT DESIGN MANUAL, LATEST VERSION, AND INCLUDING ALL ADDENDUMS THERE TO.



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PROJECT TITLE:

TOWN OF NEWCOMB

SALT STORAGE FACILITY

NORTH SIDE OF STATE ROUTE 28N,
TOWN OF NEWCOMB,
ESSEX COUNTY, NEW YORK

DRAWING TITLE:

SITE NOTES, SYMBOLS, AND ABBREVIATIONS

DWG. ISSUE/REVISIONS DATE (MM/DD/YYYY)

PRELIMINARY AGENCY REVIEW 12/12/2018

RELEASE FOR AGENCY REVIEW

& BIDS 01/18/2019

DESIGNED BY: WPR

DRAWN BY: LKMM

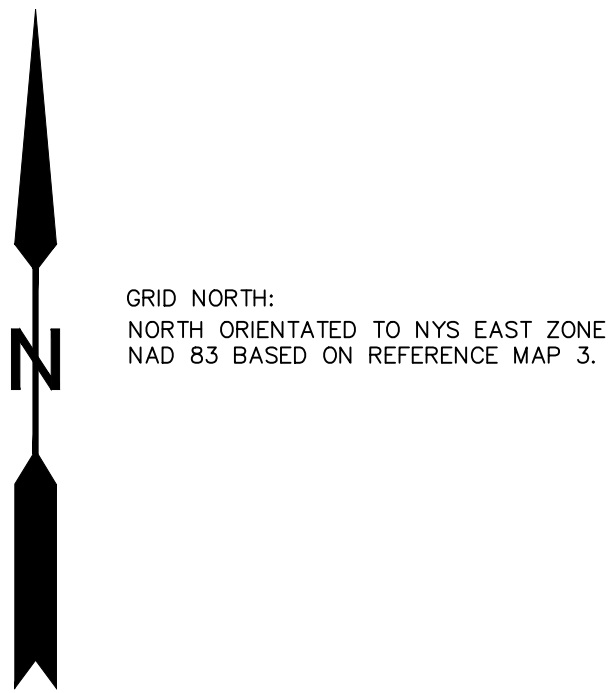
AES PROJ. NO.: 4692

BUILDING ID:

DRAWING NO.:

C-001

Plot Date: 04/18/2019 Plot Time: 10:23 AM
File Path: P:\074751 Newcomb (7) - Salt Building Site Plan Update\F Drawings\1 Survey\Subdivison 2019\04751 Subdivision 2019.dwg

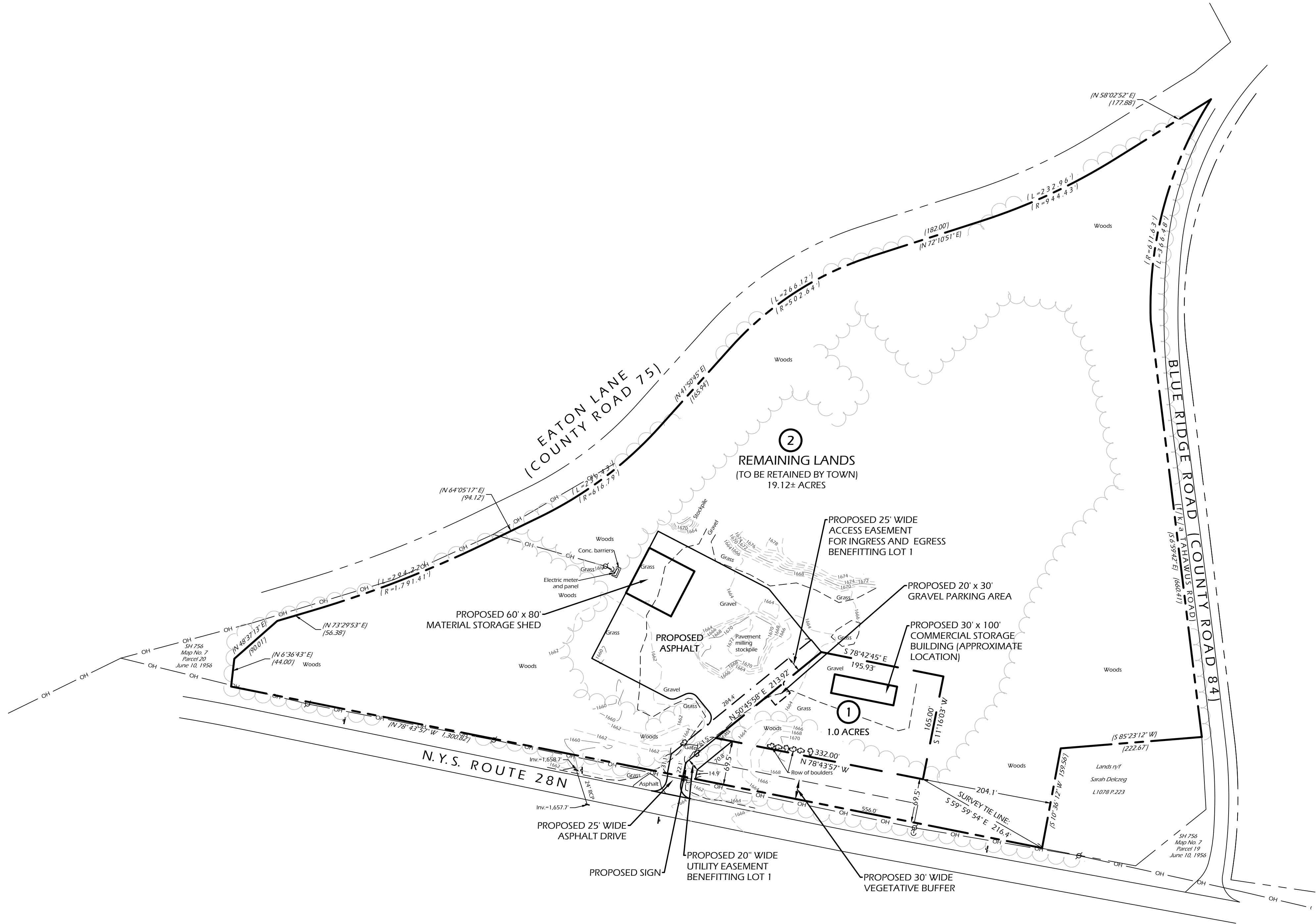
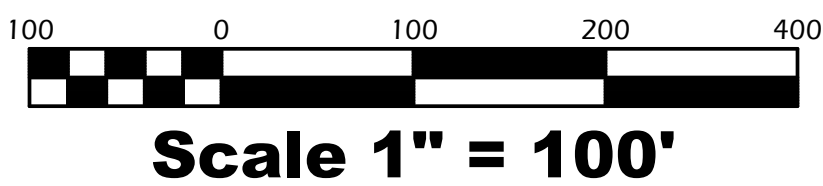


LEGEND

	Survey monument found (description as noted)
	Bearing and distance per field measurement
	Bearing and distance per reference map 3
	Now or Formerly
	Deed Liber and page
	Existing contour (2 foot interval)
	Edge of pavement
	Edge of gravel
	Edge of woods
	Utility pole with overhead wire
	underground electric line
	Storm sewer line
	Guy wire and anchor
	Sign
	Boulder
	Proposed property line
	Subdivision lot number
	Proposed easement boundary
	Proposed building

REFERENCE MAPS:

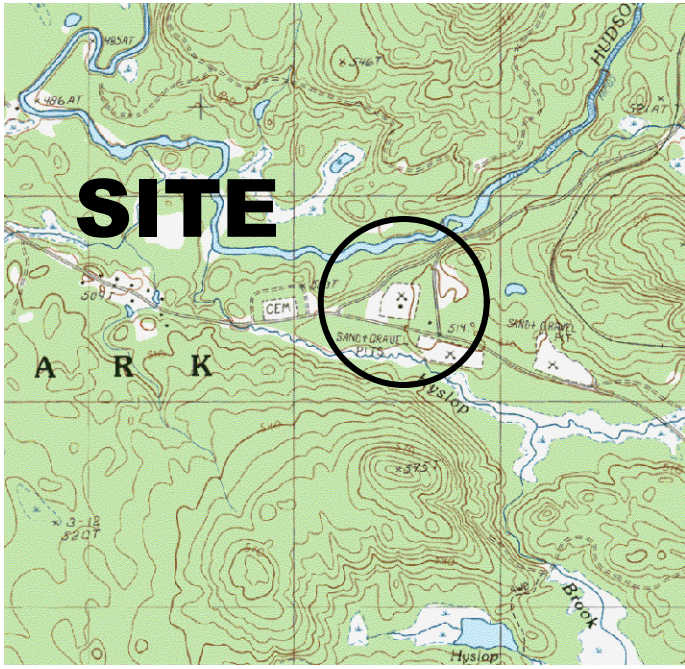
- Various maps for New York State Department of Transportation "AIDEN LAIR - NEWCOMB, PART 2, STATE HIGHWAY NO. 756..." dated June 10, 1956.
- "MAP OF LIMITED SURVEY PREPARED FOR THE NATURE CONSERVANCY OF THE LOG YARD PARCEL...", prepared by Kevin A. Hall, L.S., dated Jan. 24, 2012. On file at the Essex County Clerk's office as Deed Liber 1689 page 212.
- "SURVEY MAP PREPARED FOR THE TOWN OF NEWCOMB OF THE LOG YARD PARCEL...", prepared by Kevin A. Hall, L.S., dated Sept. 4, 2012. On file at the office of the Surveyor.



REFERENCE DEED:

The Nature Conservancy, Inc.
to
Town of Newcomb
made Jan. 24, 2012 rec. Feb. 1, 2012
L.1689 P.212

GENERAL LOCATION MAP



U.S.G.S. QUAD: Newcomb 7.5 x 15 minute
TAX MAP REFERENCE: 121-S-2.12

GENERAL NOTES:

- Only boundary survey maps with the surveyors embossed seal are genuine true and correct copies of the surveyors original work and opinion. Other than embossed seal copies may contain unauthorized and undetectable modifications, deletions, additions, and changes.
- Reproduction or copying of this document may be a violation of copyright law unless permission of the author and/or copyright holder is obtained.
- The location of underground improvements or encroachments are not always known and often must be estimated. If any underground improvements or encroachments exist or are shown, the improvements or encroachments are not covered by surveyor's certification. Utility locations shown, if any, are approximate and are for informational purposes only. Before you dig, call 811 or visit the web site www.digsafelynewyork.com.
- No Abstract of Title was provided to surveyor at time of survey. This survey is subject to any state of facts an up to date Abstract of Title would disclose.
- Federally regulated wetlands, if any, are not shown hereon. It is the responsibility of the owner to determine the presence and location of any federally regulated wetlands.
- Remaining lands are subject to a 30 foot wide vegetative buffer as shown on plan.
- Lot 1 access as shown is along an existing driveway. A 25 foot wide access easement, for ingress and egress, is shown on the plan.
- Lot 1 to have a 20 foot wide utility easement as shown on plans.
- All exterior lighting fixtures are to be a shielded down-light type, and shown on the building plans.
- Project datum: NAVD 88.

DATE(S) OF FIELD WORK: Oct. 2018

DATE OF MAP: March 20, 2019

REVISIONS: 4/18/2019-Revised per APA comments.

MAP OF

TOWN OF NEWCOMB SUBDIVISION 2019

NORTH SIDE OF ROUTE 28N
TOWN OF NEWCOMB
ESSEX COUNTY, NEW YORK

DRAWN BY: EMR

AES
NORTHEAST

Architecture, Engineering, and Land Surveying Northeast, PLLC
10-12 City Hall Place, Plattsburgh, NY 12601
Phone: (518) 561-1598 Fax: (518) 561-1990

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EVAN M. REIL, L.S.
LICENSE NO. 50558

JOB NO. 4751

Plot Date: 01/22/2019 Plot Time: 12:07 PM
File Path: P:\64692 Newcomb (T) - Salt Storage Shed\ Drawings\2 Eng Arch\6 Con Docs\3 C-100.dwg



AES

NORTHEAST

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GENERAL NOTES:

- CONTRACT GC SHALL EXCAVATE EXISTING SITE AS REQUIRED TO CONSTRUCT IMPROVEMENTS SHOWN ON THE PLANS TO PROPER ELEVATIONS & GRADES SHOWN ON THE PLANS & DETAILS.
- PRIOR TO EXCAVATING ACTIVITIES, CONTRACT GC SHALL PROVIDE TEMPORARY EROSION & SEDIMENT CONTROLS AS PER DWG C-103. ON COMPLETION OF SITE WORK & STABILIZATION OF SITE, CONTRACT GC SHALL REMOVE TEMPORARY EROSION & SEDIMENT CONTROL FEATURES, RESTORING AREAS TO MATCH NEW OR EXISTING FINISH GRADES.
- FINAL RESTORATION OUTSIDE OF PAVEMENT LIMITS SHALL BE COMPLETED BY CONTRACT GC USING CLEAN SPOILS REMAINING DURING EXCAVATION ACTIVITIES TO MATCH EXISTING GRADES.
- CONTRACT GC TO PROVIDE CONCRETE FILLED STEEL BOLLARDS AS PER DETAILS TYPICAL OF (4) AT ENTRY OF BUILDING (INTERIOR & EXTERIOR)
- EXISTING STOCKPILES WILL BE REMOVED BY OWNER PRIOR TO CONTRACTOR INITIATING SITE WORK.
- OWNER WILL PROVIDE PAVEMENT (INTERIOR & EXTERIOR). CONTRACT GC TO PROVIDE GEOTEXTILE PAVEMENT FABRIC WITHIN PAVEMENT AREAS AS PER DETAILS & SPECIFICATIONS.
- CONTRACT GC TO INSTALL OWNER FURNISHED NYS DOT ITEM 304.12 FOR PAVEMENT SUB-BASE AS PER DETAILS.

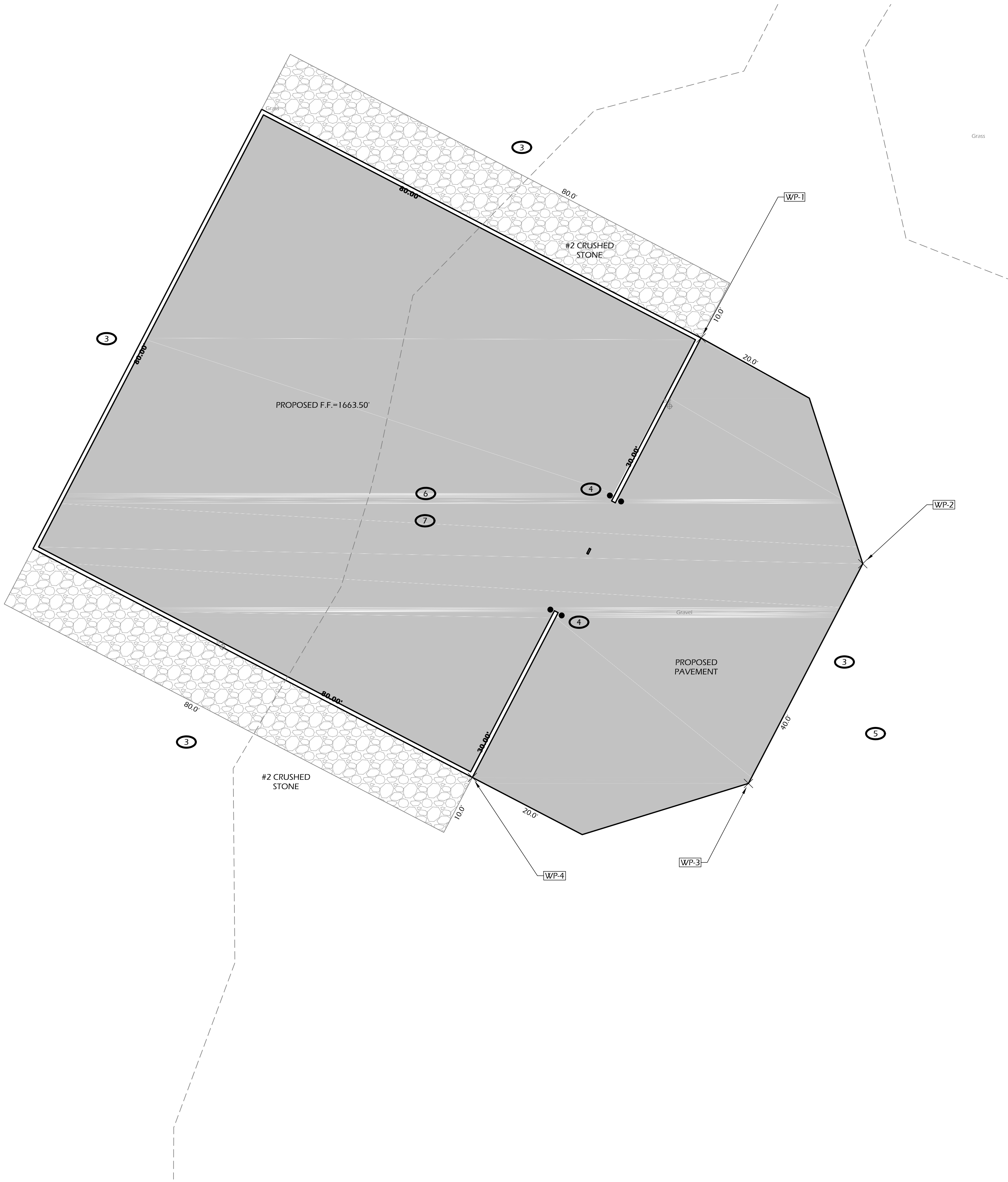
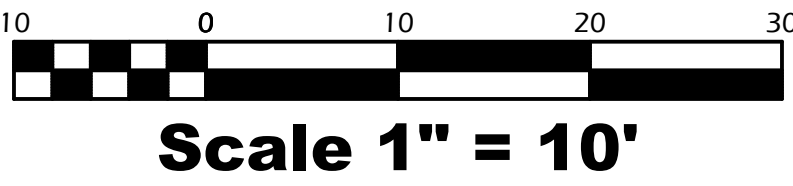
PROJECT TITLE:
TOWN OF NEWCOMB
SALT STORAGE FACILITY
NORTH SIDE OF STATE ROUTE 28N,
TOWN OF NEWCOMB,
ESSEX COUNTY, NEW YORK

DRAWING TITLE:
SITE PLAN

DWG. ISSUE/REVISIONS	DATE (MM/DD/YYYY)
PRELIMINARY AGENCY REVIEW	12/12/2018
RELEASE FOR AGENCY REVIEW & BIDS	01/18/2019

DESIGNED BY: WPR	DRAWN BY: LKMM	AES PROJ. NO.: 4692
BUILDING ID:	DRAWING NO.: C-101	

POINT	NORTHING	EASTING
WP-1	1,864,407.174	604,885.557
WP-2	1,864,370.725	604,911.680
WP-3	1,864,335.243	604,893.212
WP-4	1,864,336.211	604,848.622





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10-12 City Hall Place, Plattsburgh, NY 12901
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GENERAL NOTES:

- 1 REFER TO E-101 FOR WIRING BETWEEN EXIST. PANEL BOARD AND PROPOSED ELECTRICAL ENCLOSURE/PANELBOARD. ROUTE CONDUIT/WIRE PER PLANS.
- 2 CONTRACT E TO PROVIDE ELECTRICAL ENCLOSURE/PANELBOARD PER E-101 AND SPECIFICATIONS.
- 3 REFER TO E-501 FOR DETAILS

PROJECT TITLE:

TOWN OF NEWCOMB

SALT STORAGE FACILITY

NORTH SIDE OF STATE ROUTE 28N,
TOWN OF NEWCOMB,
ESSEX COUNTY, NEW YORK

DRAWING TITLE:

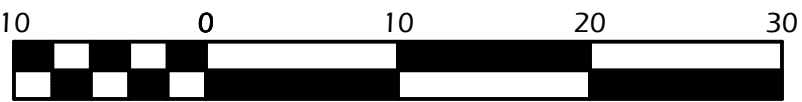
UTILITY PLAN

DWG. ISSUE/REVISIONS DATE (MM/DD/YYYY)
PRELIMINARY AGENCY REVIEW 12/12/2018

RELEASE FOR AGENCY REVIEW
& BIDS 01/18/2019

DESIGNED BY: WPR DRAWN BY: LKMM AES PROJ. NO.: 4692

BUILDING ID: DRAWING NO.:
C-102



Scale 1" = 10'

1. CONTRACT GC IS RESPONSIBLE TO COMPLY WITH ALL STORMWATER CONTROLS FOR THIS PROJECT AS DETAILED ON THESE PLANS & IN THE SPECIFICATION MANUAL, UNLESS OTHERWISE INDICATED.

- | | | | | | |
|---|--|--|--|--|---|
| <p>1. CONTRACT GC IS RESPONSIBLE TO COMPLY WITH ALL STORMWATER CONTROL MEASURES FOR THIS PROJECT AS DETAILED ON THESE PLANS & IN THE SPECIFICATION MANUAL, UNLESS OTHERWISE INDICATED.</p> <p>2. EROSION CONTROL DEVICES, INCLUDING SEDIMENT BARRIERS (SILT FENCE, STONE FILTER, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING GRUBBING OPERATIONS. ALL EROSION CONTROL DEVICES SHALL BE MAINTAINED BY CONTRACT GC FOR THE DURATION OF THE WORK AND UNTIL A SUSTAINABLE COVER HAS BEEN ESTABLISHED & REMOVAL BY CONTRACT GC IS APPROVED BY</p> | <p>THE ENGINEER:</p> <p>A. ALL SEDIMENT SHALL BE REMOVED FROM BEHIND SILT FENCE WHEN IT ACCUMULATES TO A MAXIMUM HEIGHT OF 6" DEEP AT THE FENCE UNLESS OTHERWISE DIRECTED</p> <p>B. SEDIMENT COLLECTED BY EROSION CONTROL MEASURES SHALL BE STORED OR SPREAD ON THE SITE AT A LOCATION DETERMINED BY THE OWNER.</p> <p>C. DISTURBED AREAS SHALL BE AS SMALL AS PRACTICAL, & SHALL BE RESTORED, IMPROVED OR TEMPORARILY STABILIZED AS SOON AS</p> | <p>POSSIBLE.</p> <p>4. CONTRACT GC SHALL TAKE THE NECESSARY MEASURES, INCLUDING WEEDING, TO PROVIDE DUST CONTROL DURING CONSTRUCTION TO THE SATISFACTION OF THE ENGINEER.</p> <p>CONTRACT GC SHALL NOT DISCHARGE DUST INTO THE AIR OR WHERE IT IS CAUSED BY SPRAYING OR OPERATION THAT UNREASONABLY INTERFERES W/ THE COMFORTABLE ENJOYMENT OF LIFE & PROPERTIES OR IS HARMFUL TO PLANTS & ANIMALS. NO SEDIMENT OR SOIL SHALL BE PERMITTED TO WASH ONTO ADJACENT PROPERTIES, WETLANDS, WATER BODIES,</p> | <p>OR ROADS.</p> <p>5. THE DESIGN PLANS HAVE BEEN PREPARED AS THE MINIMUM REQUIREMENTS FOR EROSION & SEDIMENT CONTROL, BASED ON FIELD CONDITIONS, CONTRACT GC SHALL BE REQUIRED TO PROVIDE ADDITIONAL EROSION & SEDIMENT CONTROL MEASURES AS THE PROJECT PROGRESSES WHEN DIRECTED BY THE ENGINEER.</p> <p>6. SOIL STOCKPILES SHALL BE STABILIZED & PROTECTED FROM EROSION. ALL STOCKPILES SHALL BE COVERED W/ TEMPORARY SEEDING & PERIMETER SILT FENCING OR OTHER APPROVED</p> | <p>SEDIMENT CONTROL MEASURES.</p> <p>7. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AFTER EROSION OR DISCLOSURE OCCURS. THE LOCATION OF SOME OF THE MEASURES MAY HAVE TO BE ALTERED DUE TO EVER-CHANGING SITE CONDITIONS. IT IS CONTRACT GC'S RESPONSIBILITY TO PROVIDE EROSION & SEDIMENT CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES OF CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION OR SEDIMENT DURING CONSTRUCTION SHALL BE CORRECTED IMMEDIATELY AND REPORTED TO THE ENGINEER.</p> | <p>8. ANY FAILURE OF ANY EROSION CONTROL DEVICE DUE TO FUNCTION AS INTENDED FOR ANY REASON SHALL BE CORRECTED IMMEDIATELY & REPORTED TO THE ENGINEER.</p> |
|---|--|--|--|--|---|



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Phone: (518) 561-1598 www.aesnortheast.com

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CONTENTS OF THE FILE:

- ① CONTRACT GC SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE PER DETAILS UPON INITIATING SITE WORK.
- ② CONTRACT GC TO PROVIDE TEMPORARY CONSTRUCTION FENCING & SIGNAGE DIRECTING TRAFFIC TO & FROM THE CONSTRUCTION SITE.
- ③ CONTRACT GC TO PROVIDE SILT FENCE PER DETAILS AT APPROXIMATE LOCATIONS SHOWN PRIOR TO EXCAVATION ACTIVITIES. CONTRACT GC SHALL MAINTAIN SILT FENCE DURING CONSTRUCTION AND SHALL REMOVE/RESTORE AREAS UPON COMPLETION OF PROJECT.
- ④ CONTRACT GC SHALL REVISE SITE GRADES PER PLANS WITH OWNER FURNISHED MATERIALS, COMPACTED TO 95% MAX. DRY DENSITY.
- ⑤ EXISTING STOCKPILES WILL BE REMOVED BY OWNER PRIOR TO CONTRACTOR INITIATING SITE WORK.

PROJECT TITLE:

TOWN OF NEWCOMB

SALT STORAGE FACILITY

**NORTH SIDE OF STATE ROUTE 28N
TOWN OF NEWCOMB,
ESSEX COUNTY, NEW YORK**

DRAWING TITLE:

TEMPORARY EROSION & SEDIMENT CONTROL AND GRADING PLAN

DWG	ISSUE/REVISIONS	DATE (MM/DD/YYY)

PRELIMINARY AGENCY REVIEW	12/12/20
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RELEASE FOR AGENCY REVIEW

& BIDS	01/18/20
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DESIGNED BY:	DRAWN BY:	AES PROJ. NO.:
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WPR	LKMM	4692
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BUILDING ID:	DRAWING NO.:
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	C-103
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Scale 1" = 20'

Plot Date: 01/22/2019 Plot Time: 12:07 PM
File Path: P:\64692 Newcomb (T) - Salt Storage Shed\ Drawings\2 Eng Arch\6 Con Docs\3 C-100.dwg

SITE LIGHTING SCHEDULE				
FIXTURE	QTY.	DESCRIPTION	MTG. HEIGHT, (FROM GRADE)	
1	1	LITHONIA, D-SERIES WALL SIZE 2 OR EQUIVALENT OUTDOOR LED WALL PACK, 30 LEDS, 1000 mA DRIVE CURRENT, 4000K COLOR TEMPERATURE, TYPE IV MEDIUM DISTRIBUTION, INTEGRAL PHOTOCELL & REMOTE MOTION SENSOR CONTROL, DARK SKY/NIGHTTIME FRIENDLY COMPLIANT	32'-0"	



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GENERAL NOTES:

- CONTRACTOR SHALL PROVIDE EXTERIOR LIGHTING PER THIS PLAN & SPECIFICATIONS ON BUILDING GABLE & AS PER DETAILS.

PROJECT TITLE:

TOWN OF NEWCOMB

SALT STORAGE FACILITY

NORTH SIDE OF STATE ROUTE 28N,
TOWN OF NEWCOMB,
ESSEX COUNTY, NEW YORK

DRAWING TITLE:

LIGHTING PLAN

DWG. ISSUE/REVISIONS DATE (MM/DD/YYYY)

PRELIMINARY AGENCY REVIEW 12/12/2018

RELEASE FOR AGENCY REVIEW

& BIDS 01/18/2019

DESIGNED BY: NCB

DRAWN BY: PJF

AES PROJ. NO.: 4692

BUILDING ID:

DRAWING NO.: C-104

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1. FOR THE PURPOSES OF THIS DRAWING & OTHERS, ASPHALT CONCRETE PAVEMENT MAYBE ALSO REFERRED TO AS PAVEMENT.



1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - AS REQUIRED, BUT NOT LESS THAN FIFTY FEET.
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN FULL WIDTH OF ROADWAY OR DRAINAGE OR EGRESS COURSES. PROVIDE WIDTH OF TWENTY-FOUR (24) FEET WITH ONLY SINGLE ENTRANCE TO SITE.
5. FILTER CLOTH - SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. FLOW OF WATER - ALLOWED TO FLOW OR DIVERTED TOWARD CONSTRUCTION.
7. ENTRANCES SHALL BE PILED ACROSS THE INTERIOR OF PILING OR BERM TO PREVENT MOUNTAINABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
8. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE THE USE OF DRESSING OR WASHING OF STONE AS PUBLIC CONDITIONS DEMAND AND REPAIR AND/OR CLEANUP OF ANY MEASURES USED TO PREVENT SEDIMENT FROM BEING TRACKED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED.
9. WASHING AND DRESSING - WHEN NECESSARILY, WASHING - WHEELS SHALL BE USED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WASHING OF WHEELS IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
10. INSPECTIONS AND NEEDED MAINTENANCE OR REPAIRS SHALL BE CONDUCTED AFTER EACH RAIN EVENT.



1. ALL FOUNDATION EXCAVATION SHALL BE MONITORED & APPROVED BY GEOTECHNICAL ENGINEER PRIOR TO INITIATING FOOTING CONSTRUCTION.

TOWN OF NEWCOMB

SALT STORAGE FACILITY

**NORTH SIDE OF STATE ROUTE 28N,
TOWN OF NEWCOMB,
ESSEX COUNTY, NEW YORK**

DRAWING TITLE:

DETAILS

DWG. ISSUE/REVISIONS	DATE (MM/DD/YYYY)
PRELIMINARY AGENCY REVIEW	12/12/2015
RELEASE FOR AGENCY REVIEW	
& BIDS	01/18/2016

DESIGNED BY: WPR	DRAWN BY: LKMM	AES PROJ. NO.: 4692
BUILDING ID:	DRAWING NO.: C-501	

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7/26/2019 9:21 AM

GENERAL

1. DESIGN STANDARDS

The following standards are used in addition to the governing code which is noted on the Title Sheet of this drawing set. All referenced standards refer to the most recent revision unless noted otherwise.

AISC–Steel–Construction–Manual–13th Edition
Hollow Structural Sections, Connections and Trusses
North American Specification for the Design of Cold–Formed Steel Structural Members
CSA S16–09, Limit States design of Steel Structures
CSA S136–07, Cold Formed Steel Structural Members
ULC S109, Flame Tests of Flame Resistant Fabrics and Films

2. MANUFACTURING STANDARDS

- a. Fabrication in accordance with CSA S16 and CSA S136 (as applicable).
- b. Welding in accordance with CSA W59 and CSA S136 (as applicable).
- c. Calhoun Super Structures is certified in accordance with CSA W47.1 Division 2
- d. All Welders have been qualified in accordance with CSA W47.1
- e. These drawings have been prepared by the EOS primarily to safeguard against major structural damage and loss of life, not to limit damage or maintain function as per requirements of the current accepted building code as listed in the basis for design.
- f. Professional standards of care normally exercised under similar circumstances by reputable engineers in this area or similar localities have been used or exceeded in these drawings.
- g. Design of non–structural elements, (such as stairs, railings, non–load bearing walls, veneers, curtain walls, etc) and their attachments, are not included and must be provided by others unless specifically noted on these drawings.
- h. Design of prefabricated structural products, (such as wood trusses, steel joists, or concrete pre–cast elements, etc) is not included, and must be provided by others unless specifically noted on these drawings.
- i. Specification references, (such as ASTM, AISI, AWS, CCI, CISC, CSA, CWB etc) shall be the latest accepted version where noted on these drawings.

CONSTRUCTION

- a. An experienced licensed contractor with a working knowledge of applicable codes and industry accepted standard practices shall perform the work depicted in these drawings.
- b. All work shall conform to the minimum standards of the current accepted building code found in the basis for design and other codes, industry specific specifications, and standards listed herein. The contractor shall comply with requirements of all regulatory agencies with authority over any portion of the work. Work not explicitly shown on these drawings shall conform to all applicable codes and accepted standard practices.
- c. The contractor shall verify all dimensions, elevations, and conditions on these drawings with all other relevant construction discipline drawings prior to the start of construction. Notify the EOS in writing before the start of construction regarding discrepancies, omissions or variations, or they shall become the sole responsibility of the contractor. Notes and the specific details on these drawings take precedence over general structural notes and typical details.
- d. Construction methods are not explicitly included on these drawings. General sequences are shown for reference only. The contractor shall be solely responsible for all methods, sequences, and procedures of construction. The contractor shall provide adequate shoring, bracing, framework, etc. as required for the protection of life and property during construction.
- e. Excavation procedures including shoring and protection of adjacent property, structures, streets, and utilities shall be performed in compliance with local building codes, regulations, and safety requirements, and shall be the contractor’s responsibility.
- f. Construction materials shall be spread out uniformly on structural systems such that design live loads are not exceeded.
- g. Openings, pockets, etc. shall not be placed in structural members unless specifically detailed on these drawings. When drawings by others show items in structural members not shown on the structural drawings, notify the EOS in writing to determine correct deposition.
- h. Site visits by the EOS are a resource for the contractor and shall not be considered as special inspections. Contractor and/or customer will be responsible for all costs incurred when requesting site visits by the EOS.
- i. As per CSA–S16–09, Section 29, Sub–section 29.7.2, Plumbness of Columns, (c): Column verticality shall not exceed 1/500 and shall be measured from the actual column centerline at the base of the column.

STRUCTURAL BOLT TORQUE VALUES						
SIZE		GR 5/A325				
DIA. (inch)	THREADS PER INCH	TENSILE ksi (min.)	PROOF LOAD (lbs)	CLAMP LOAD (lbs)	TORQUE DRY (ft–lbs)	TORQUE LUBE (ft–lbs)
3/8	16	120	6600	4950	30	23
7/16	14	120	9050	6780	50	35
1/2	13	120	12100	9050	75	55
5/8	11	120	19200	14400	150	110
3/4	10	120	28400	21300	260	200
1–1/4	7	105	71700	53800	1120	840

NOTE: TORQUE VALUES FOR REFERENCE ONLY. TURN OF THE NUT, CALIBRATED WRENCH OR OTHER APPROVED METHOD REQUIRED TO ENSURE BOLT TENSION.

STRUCTURAL STEEL

1.0 MATERIALS

- a. Structural steel members shall conform to the following ASTM (CSA G–40.21) with the following grades and material properties U.N.O.

SHAPE	CSA G40.21 DESIGNATION	ASTM DESIGNATION (SAE GRADE)	YIELD STRENGTH MPa (ksi)	TENSILE STRENGTH MPa (ksi)
STANDARD STEEL SHAPES	300 W	A36/44W	300 (44)	450–620 (65–80)
ROLLED WIDE FLANGE SECTIONS	350 W	A992	350 (50)	450 (65)
BARs AND PLATES	300 W	A36/44W	300 (44)	450–620 (65–80)
HSS – ROUND	350 W	G40.21 350W	350 (50)	450–650
HSS – SQ./REC.	350 W	A500 GRADE C	350 (50)	450–650
MECHANICAL TUBING	----	787–05	380 (55)	----
STRUCTURAL BOLTS	----	GRADE 5	----	724–827 (60)
	----	A325	----	724–827 (105–120)
	----	GRADE 8	----	827 (120)
	----	A490	----	1034 (150)
ANCHOR BOLTS	----	F1554 GR 36	248 (36)	400–558 (58–80)
	----	F1554 GR 55	380 (55)	517–655 (75–95)
	----	F1554 GR 105	724 (105)	125–150 (125–150)

- b. Structural steel shall be fabricated and erected in accordance with AISC/CISC specifications for the design fabrication and erection of structural steel buildings.

2.0 INSTALLATION

- a. Welders shall be AWS/CWB certified where required by jurisdictional authority. All welding shall use E70 series low hydrogen electrodes. All welding shall conform to the latest American Welding Society standards; welds on drawings are shown as shop welds. Contractor may shop weld or field weld at his discretion. All full penetration welds shall be tested and certified by an independent testing laboratory.
- b. All bolts shall be installed as bearing–type connections with threads excluded from shear plane (type “x” connection), UNO. High–strength bolts shall be snug tightened using any AISC/CISC approved method and do not require special inspections unless noted otherwise. All bolts in slotted or oversize holes and all high–strength bolts shall be installed with washers.
- c. All expansion or epoxy bolts shall have current approved rating (ICC–ES or equivalent) for material into which installation occurs. Headed studs shall conform to all requirements of the latest edition of the “recommended practices for stud welding” and the “structural welding code” published by AWS. All bolts, anchor bolts, expansion bolts, etc. shall be installed with steel washers at face of wood.
- d. Grout beneath column bases or bearing plates shall be 5000psi (35MPa) minimum non–shrink flow–able grout or dry–pack. Install grout under bearing plates before framing member is installed. At columns, install grout under base plates after column has been plumbed but prior to floor or roof installation. Grout depth shall be sufficient to allow grout or dry pack to be placed beneath plate without voids.
- e. All misc. welds not noted, including stiffeners, misc. plates, etc. shall be per AISC/CISC manual table J2.4 or in an AWS/CWB certified shop.

LIGHT GAUGE STEEL FRAMING

1.0 MATERIALS

- a. All products to be manufactured by the current members of the steel stud manufacturers association. All galvanized studs and joist shall be formed from steel that corresponds to the minimum requirements of the latest addition of the AISI or CSA–S136. All structural members shall be designed in accordance with the Canadian Institute of Steel Construction (CISC) or American Iron and Steel Institute (AISI) specification for the design of cold–formed steel structural members (latest edition).
- b. Structural drawings show only the primary structural framing elements of the system, and the contractor shall provide all accessories required for the complete and proper installation, as recommended by the manufacturer for the steel members used.
- c. All welding shall be performed by welders experienced in light gauge structural steel framing work. All welds per AWS D1.3 or AWS D1.3 as applicable.

2.0 FRAMING

- a. Prior to fabrication of framing, that is designed and supplied by others, the contractor shall submit shop drawings to the EOS to obtain approval.
- b. All framing components shall be cut squarely for attachment to perpendicular members or as required for an angular fit against abutting members.
- c. Temporary bracing where required, shall be provided until erection is complete.
- d. Fastening of the components shall be with self–drilling screws or welding. Screws or welds shall be of sufficient size to insure the strength of the connection. All welds of galvanized steel shall be touched up with two coats of zinc–rich paint. Wire tying of components shall not be permitted.
- e. Screws shall be self–tapping pan head, hex head, or wafer head sheet metal screws. Screws which are removed shall be replaced by a screw of a larger diameter where the replacement is made into an existing hole. Replace all screws which strip out material. Screws shall be spaced no closer than 5/8” o/c and with a minimum free edge distance of 1/2”. Screws No. 8 and larger shall have a minimum head size of 5/16”.
- f. Any on–site welding during structure erection shall be performed by welders experienced in light gauge structural steel framing work.

GENERAL NOTES

- 1. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. RESOLVE DISCREPANCIES WITH THE BUILDING SUPPLIER.
- 2. FINISHED FLOOR ELEVATION = 100’–0” U.N.O.
- 3. ALL CONCRETE COMPONENTS ARE DESIGNED AND SUPPLIED BY OTHERS.

STANDARD ABBREVIATIONS	
ABBREVIATION	DEFINITION
ACI	AMERICAN CONCRETE INSTITUTE
AITC	AMERICAN INSTITUTE OF TIMBER CONSTRUCTION
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ALT	ALTERNATIVE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWPA	AMERICAN WOOD PRESERVERS ASSOCIATION
AWC	AMERICAN WELDERS SOCIETY
BOF	BOTTOM OF FOOTING
CAN	CANADIAN
CWS	CANADIAN WELDERS SOCIETY
CWB	CANADIAN WELDING BUREAU
CONT.	CONTINUOUS
DIA.	DIAMETER
EF	EACH FACE
EOS	ENGINEER OF STRUCTURE
EW	EACH WAY
FEE	FINISH FLOOR ELEVATION
FT	FOOT
GA	GAUGE
GLB	GLUE LAMINATED BEAM
GSN	GENERAL STRUCTURAL NOTES
HSS	HOLLOW STRUCTURAL SECTION
HORIZ	HORIZONTAL
IBC	INTERNATIONAL BUILDING CODE
ICC–ES	INTERNATIONAL CODE COUNCIL – EVALUATION SERVICES
KIP	KILOPOUND (1,000 LB)
KPa	KILOPASCAL
ksi	KIPS PER SQUARE INCH
MFR	MANUFACTURER
MAX	MAXIMUM
MIN	MINIMUM
MPa	MEGAPASCALS
MISC	MISCELLANEOUS
NBCC	NATIONAL BUILDING CODE OF CANADA
NFBC	NATIONAL FARM BUILDING CODE
NTS	NOT TO SCALE
O/C	ON CENTER
OBC	ONTARIO BUILDING CODE
PA	PASCAL
psf	POUNDS PER SQUARE FOOT
psf	POUNDS PER SQUARE INCH
SAE	SOCIETY OF AUTOMOTIVE ENGINEERS
STD	STANDARD
TOF	TOP OF FOOTING / FOUNDATION
TOL	TOP OF LEG
TOS	TOP OF STEEL
TOW	TOP OF WALL
TYP.	TYPICAL
UBC	UNIFORM BUILDING CODE
ULC	UNDERWRITERS LABORATORIES OF CANADA
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
WCLB	WEST COAST LUMBER INSPECTION BUREAU
WWPA	WESTERN WOOD PRODUCTS ASSOCIATION

ANY MODIFICATIONS OR DAMAGE TO
STRUCTURE OR COMPONENTS MUST
BE REPORTED IMMEDIATELY TO
CALHOUN SUPER STRUCTURES. ALL
REPAIRS MUST BE APPROVED BY
EOS IN WRITING.



Signature of Gregory L. Riley

FOUNDATION DESIGNED
AND SUPPLIED BY OTHERS

Calhoun Super Structures Ltd.
3702 Bruce Rd. #10
Tara, Ontario, Canada
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1–800–285–3994
www.calhoun.ca
www.calhounsuperstructure.com

CALHOUN

GSN
60' HT SERIES
405390 HT60x80 R1

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NAME DATE
A C 01/04/2019
A Q B 01/04/2019

D

SCALE:

SHEET NAME

GSN

N T S

SHEET 2 OF 12

NOTE:
BUILDING IS DESIGNED TO BE
FREE STANDING.

GRID(S) 1			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	317	41 D+CL+BSL	3.92	7.25	0.91	8.32	-1.24	-23.54
Min Fx	316	41 D+CL+BSL	-3.92	7.25	0.91	8.32	1.24	23.54
Max Fy	316	41 D+CL+BSL	-3.92	7.25	0.91	8.32	1.24	23.54
Min Fy	317	61 .6D+WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR	-1.6	-4.29	1.89	10.15	-4.27	9.6
Max Fz	316	66 .6D+0.7E LONG (Z)	1.88	-2.64	2.12	15.95	7.22	-11.27
Min Fz	317	50 D+CL+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	1.92	4.29	0.22	4.57	4.44	-11.55
Max Mx	316	52 D+CL+0.7E LONG (Z)	1.76	-2.36	2.12	16.01	7.2	-10.55
Min Mx	317	62 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) +IP PAR	0.45	0.26	0.79	3.74	2.29	-2.71
Max My	316	66 .6D+0.7E LONG (Z)	1.88	-2.64	2.12	15.95	7.22	-11.27
Min My	317	66 .6D+0.7E LONG (Z)	-1.88	-2.64	2.12	15.95	-7.21	11.27
Max Mz	316	41 D+CL+BSL	-3.92	7.25	0.91	8.32	1.24	23.54
Min Mz	317	41 D+CL+BSL	3.92	7.25	0.91	8.32	-1.24	-23.54

GRID(S) 2			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	315	41 D+CL+BSL	6.39	11.89	-0.68	-2.28	3.22	-38.36
Min Fx	314	41 D+CL+BSL	-6.39	11.89	-0.68	-2.28	-3.22	38.36
Max Fy	314	42 D+CL+USL	-4.98	12.65	-0.8	-2.86	-3.73	29.9
Min Fy	314	62 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) +IP PAR	0.21	-1.54	-1.05	-4.32	-5.56	-1.27
Max Fz	315	52 D+CL+0.7E LONG (Z)	2.1	4.71	-0.02	3.27	-0.65	-12.58
Min Fz	314	64 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	1.3	-0.9	-1.73	-8.52	-8.97	-7.79
Max Mx	315	52 D+CL+0.7E LONG (Z)	2.1	4.71	-0.02	3.27	-0.65	-12.58
Min Mx	314	50 D+CL+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	1.15	-0.55	-1.73	-8.53	-9	-6.91
Max My	315	50 D+CL+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	-1.15	-0.55	-1.73	-8.53	9	6.91
Min My	314	50 D+CL+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	1.15	-0.55	-1.73	-8.53	-9	-6.91
Max Mz	314	41 D+CL+BSL	-6.39	11.89	-0.68	-2.28	-3.22	38.36
Min Mz	315	41 D+CL+BSL	6.39	11.89	-0.68	-2.28	3.22	-38.36

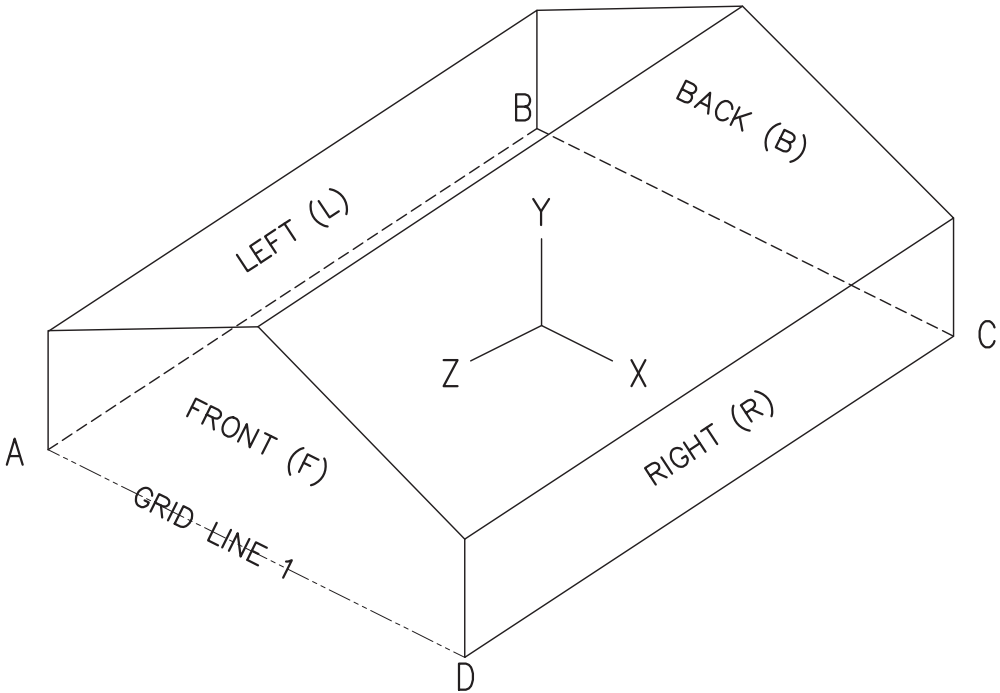
GRID(S) 3 TO 7			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	305	41 D+CL+BSL	6.81	12.36	-0.11	-0.86	-0.62	-40.84
Min Fx	304	41 D+CL+BSL	-6.81	12.36	-0.11	-0.86	0.62	40.84
Max Fy	312	42 D+CL+USL	-4.67	12.41	0.12	0.94	-0.79	27.99
Min Fy	304	62 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) +IP PAR	-0.14	-2.21	-0.16	-2.66	-0.16	0.83
Max Fz	313	64 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	0.21	1.67	0.22	-0.57	2.2	-1.26
Min Fz	304	47 D+CL+WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR	-0.29	-0.76	-0.22	0.23	2.34	1.72
Max Mx	313	47 D+CL+WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR	0.27	-1.9	0.13	3.6	-0.96	-1.61
Min Mx	304	50 D+CL+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	-0.32	0.73	-0.11	-4.79	-1.64	1.92
Max My	304	47 D+CL+WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR	-0.29	-0.76	-0.22	0.23	2.34	1.72
Min My	305	47 D+CL+WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR	0.29	-0.76	-0.22	0.23	-2.34	-1.72
Max Mz	304	41 D+CL+BSL	-6.81	12.36	-0.11	-0.86	0.62	40.84
Min Mz	305	41 D+CL+BSL	6.81	12.36	-0.11	-0.86	-0.62	-40.84

GRID(S) 8			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	303	41 D+CL+BSL	6.41	11.92	0.67	2.32	-3.11	-38.48
Min Fx	302	41 D+CL+BSL	-6.41	11.92	0.67	2.32	3.11	38.48
Max Fy	302	42 D+CL+USL	-5.01	12.72	0.79	2.86	3.68	30.04
Min Fy	302	61 .6D+WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR	1.16	-3.17	1.55	7.58	8.52	-6.93
Max Fz	302	66 .6D+0.7E LONG (Z)	1.45	-1.51	1.76	8.89	8.94	-8.68
Min Fz	302	50 D+CL+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	-2.02	3.37	0.04	-3.15	-1.07	12.14
Max Mx	302	52 D+CL+0.7E LONG (Z)	1.29	-1.16	1.76	8.89	8.96	-7.77
Min Mx	302	50 D+CL+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	-2.02	3.37	0.04	-3.15	-1.07	12.14
Max My	302	52 D+CL+0.7E LONG (Z)	1.29	-1.16	1.76	8.89	8.96	-7.77
Min My	303	52 D+CL+0.7E LONG (Z)	-1.29	-1.16	1.76	8.89	-8.96	7.77
Max Mz	302	41 D+CL+BSL	-6.41	11.92	0.67	2.32	3.11	38.48
Min Mz	303	41 D+CL+BSL	6.41	11.92	0.67	2.32	-3.11	-38.48

GRID(S) 9			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	301	41 D+CL+BSL	3.92	7.25	-0.92	-8.25	1.35	-23.55
Min Fx	300	41 D+CL+BSL	-3.92	7.25	-0.92	-8.25	-1.35	23.55
Max Fy	301	41 D+CL+BSL	3.92	7.25	-0.92	-8.25	1.35	-23.55
Min Fy	300	64 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	1.84	-3.32	-2.28	-16.01	-7.8	-11.06
Max Fz	301	52 D+CL+0.7E LONG (Z)	2.06	4.29	-0.22	-3.33	-4.73	-12.37
Min Fz	300	64 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	1.84	-3.32	-2.28	-16.01	-7.8	-11.06
Max Mx	300	61 .6D+WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR	-1.49	2.05	-0.25	-0.17	5.96	8.92
Min Mx	300	50 D+CL+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	1.72	-3.04	-2.28	-16.05	-7.78	-10.33
Max My	301	64 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	-1.84	-3.32	-2.28	-16.01	7.8	11.06
Min My	300	64 .6D+WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR	1.84	-3.32	-2.28	-16.01	-7.8	-11.06
Max Mz	300	41 D+CL+BSL	-3.92	7.25	-0.92	-8.25	-1.35	23.55
Min Mz	301	41 D+CL+BSL	3.92	7.25	-0.92	-8.25	1.35	-23.55

Component Load Cases US	
*	DEAD (D)
*	COLLATERAL (CL)
*	ROOF LIVE (RLL)
*	BALANCED SNOW (BSL)
*	UNBALANCED SNOW LEFT TO RIGHT (USL L2R)
*	WIND PERPENDICULAR +CP LEFT TO RIGHT AS ARCH +IP (AWPerp +CP L2R +IP)
*	WIND PERPENDICULAR -CP LEFT TO RIGHT AS ARCH +IP (AWPerp -CP L2R +IP)
*	WIND PERPENDICULAR +CP LEFT TO RIGHT AS ARCH -IP (AWPerp +CP L2R -IP)
*	WIND PERPENDICULAR -CP LEFT TO RIGHT AS ARCH -IP (AWPerp -CP L2R -IP)
*	WIND PARALLEL FRONT TO BACK +IP (WPar F2B +IP)
*	WIND PARALLEL BACK TO FRONT +IP (WPar B2F +IP)
*	WIND PARALLEL FRONT TO BACK -IP (WPar F2B -IP)
*	WIND PARALLEL BACK TO FRONT -IP (WPar B2F -IP)
*	SEISMIC TRANSVERSE LEFT TO RIGHT (ETrans L2R)
*	SEISMIC LONGITUDINAL FRONT TO BACK (ELong F2B)
*	WIND PERPENDICULAR +CP LEFT TO RIGHT AS GABLE +IP (AWPerp +CP L2R +IP)
*	WIND PERPENDICULAR -CP LEFT TO RIGHT AS GABLE +IP (AWPerp -CP L2R +IP)
*	WIND PERPENDICULAR +CP LEFT TO RIGHT AS GABLE -IP (AWPerp +CP L2R -IP)
*	WIND PERPENDICULAR -CP LEFT TO RIGHT AS GABLE -IP (AWPerp -CP L2R -IP)
* Cases Analyzed Cases This Project	
Odd Nodes Left Even Nodes Right Ascending Back to Front	

Gable Uprights Left to Right		Horizontal Ultimate		
Gable	Location	Fx kip	Fy kip	Fz kip (+/-)
1	(F)	---	---	---
1	(B)	---	---	1.4
2	(B)	---	---	2.64
2	(B)	---	---	2.64
2	(B)	---	---	1.4
SIDEWALL LASHING WINCH		---	1.14	---



Signature



FOUNDATION DESIGNED
AND SUPPLIED BY OTHERS

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	NAME	DATE
	A C	01/04/2019
	A G B	01/04/2019

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CALHOUN

A.S.D. REACTIONS
60' HT SERIES
405390 HT60x80 R1

SCALE:	SHEET NAME
	ASD
N T S	3 OF 12

GRID(S) 1			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	317	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	7.15	13.08	0.38	5.33	1.57	-42.88
Min Fx	316	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-7.15	13.08	0.38	5.33	-1.57	42.88
Max Fy	316	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-7.15	13.08	0.38	5.33	-1.57	42.88
Min Fy	317	138 0.9D+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-2.35	-6.67	3.06	12.06	-8.1	14.1
Max Fz	317	128 1.2(D+CL)+0.5USL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-0.71	-4.87	3.08	11.92	-8.22	4.26
Min Fz	317	154 1.2(D+CL)+0.5BSL+1.6(WIND PERP (+CP) AS GABLE -IP PERP)	1.8	6.42	0.21	7.46	2.83	-10.78
Max Mx	317	138 0.9D+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-2.35	-6.67	3.06	12.06	-8.1	14.1
Min Mx	317	121 1.2(D+CL)+0.5BSL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) +IP PAR)	2.86	3.93	0.7	-0.84	3.65	-17.14
Max My	316	128 1.2(D+CL)+0.5USL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	1.4	-3.79	2.98	12.06	8.37	-8.38
Min My	317	120 1.2(D+CL)+0.5BSL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-0.36	-3.29	3.02	11.92	-8.33	2.18
Max Mz	316	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-7.15	13.08	0.38	5.33	-1.57	42.88
Min Mz	317	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	7.15	13.08	0.38	5.33	1.57	-42.88

GRID(S) 2			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	315	204 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	10.51	17.15	-0.26	0.3	0.58	-63.08
Min Fx	314	204 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-10.51	17.15	-0.26	0.3	-0.58	63.08
Max Fy	314	214 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) -IP PAR)	-7.82	18.98	-0.75	-2.5	-3.33	46.95
Min Fy	314	139 0.9D+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) +IP PAR)	0.71	-3.51	-1.27	-5.05	-5.62	-4.26
Max Fz	315	120 1.2(D+CL)+0.5BSL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	4.93	3.42	-0.14	4.16	-2.36	-29.57
Min Fz	314	131 1.2(D+CL)+0.5USL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-0.38	4.17	-2.78	-15.67	-12.93	2.27
Max Mx	315	138 0.9D+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	1.8	-1.91	-0.15	4.28	-2.18	-10.81
Min Mx	314	131 1.2(D+CL)+0.5USL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-0.38	4.17	-2.78	-15.67	-12.93	2.27
Max My	315	141 0.9D+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-2.06	-1.61	-2.71	-15.03	12.88	12.34
Min My	314	131 1.2(D+CL)+0.5USL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-0.38	4.17	-2.78	-15.67	-12.93	2.27
Max Mz	314	204 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-10.51	17.15	-0.26	0.3	-0.58	63.08
Min Mz	315	204 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	10.51	17.15	-0.26	0.3	0.58	-63.08

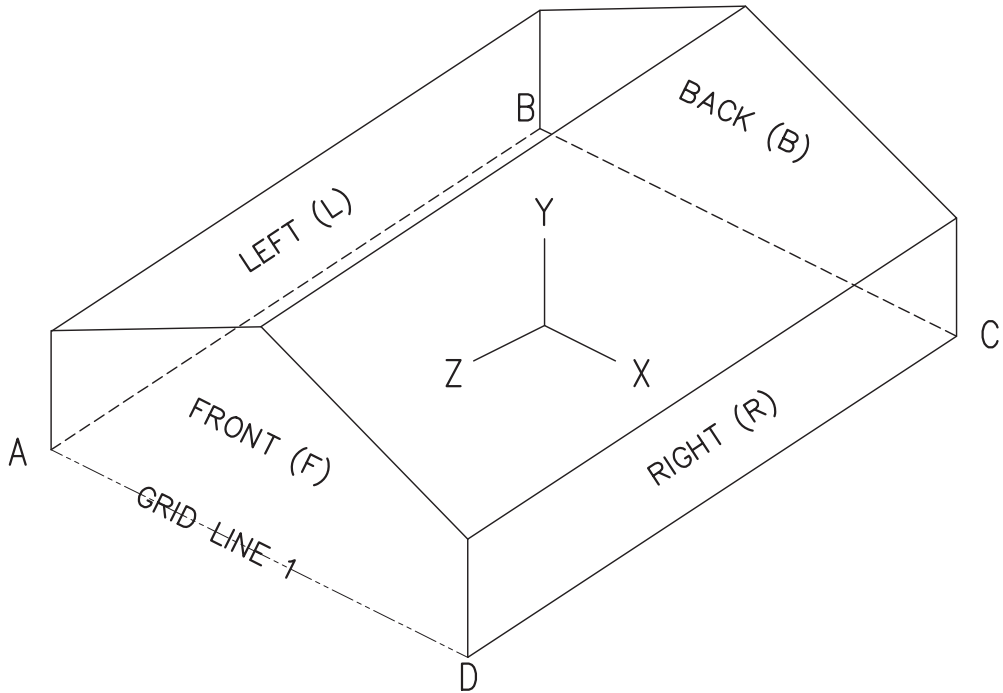
GRID(S) 3 TO 7			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	305	206 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) -IP PAR)	10.8	19.47	-0.09	-0.55	-0.68	-64.81
Min Fx	304	206 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) -IP PAR)	-10.8	19.47	-0.09	-0.55	0.68	64.81
Max Fy	312	215 1.2(D+CL)+1.6USL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-7.36	19.58	0.14	0.04	-1.61	44.15
Min Fy	304	139 0.9D+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) +IP PAR)	0.15	-4.58	0	-3.22	-0.78	-0.92
Max Fz	313	136 0.9D+1.6(WIND PERP (+CP) AS ARCH -IP PERP)	-3.15	-0.17	0.24	0.37	2.08	18.93
Min Fz	314	131 1.2(D+CL)+0.5USL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-0.38	4.17	-2.78	-15.67	-12.93	2.27
Max Mx	313	128 1.2(D+CL)+0.5USL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	2.02	-2.31	0.03	5.75	-1.89	-12.11
Min Mx	314	131 1.2(D+CL)+0.5USL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-0.38	4.17	-2.78	-15.67	-12.93	2.27
Max My	313	141 0.9D+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	0.29	2.4	0.22	-2.55	3.19	-1.77
Min My	314	131 1.2(D+CL)+0.5USL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-0.38	4.17	-2.78	-15.67	-12.93	2.27
Max Mz	304	206 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) -IP PAR)	-10.8	19.47	-0.09	-0.55	0.68	64.81
Min Mz	305	206 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) -IP PAR)	10.8	19.47	-0.09	-0.55	-0.68	-64.81

GRID(S) 8			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	303	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	10.87	19.08	0.11	-0.93	0.01	-65.19
Min Fx	302	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-10.87	19.08	0.11	-0.93	-0.01	65.19
Max Fy	302	215 1.2(D+CL)+1.6USL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-8.61	20.36	0.33	-0.12	0.98	51.66
Min Fy	302	138 0.9D+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	2.13	-5.96	2.38	12.41	10.87	-12.79
Max Fz	302	128 1.2(D+CL)+0.5USL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-0.28	-0.23	2.45	13.07	10.93	1.67
Min Fz	303	126 1.2(D+CL)+0.5USL+1.6(WIND PERP (+CP) AS ARCH -IP PERP)	0.56	4.92	-0.02	-2.35	-0.25	-3.38
Max Mx	302	128 1.2(D+CL)+0.5USL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-0.28	-0.23	2.45	13.07	10.93	1.67
Min Mx	302	141 0.9D+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-2.66	3.87	0.08	-5.26	-2.55	15.99
Max My	302	128 1.2(D+CL)+0.5USL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-0.28	-0.23	2.45	13.07	10.93	1.67
Min My	303	138 0.9D+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-2.13	-5.96	2.38	12.41	-10.87	12.79
Max Mz	302	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-10.87	19.08	0.11	-0.93	-0.01	65.19
Min Mz	303	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	10.87	19.08	0.11	-0.93	0.01	-65.19

GRID(S) 9			Horizontal			Moment		
	Node	L/C	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	301	204 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	7.02	12.17	-0.46	-2.57	-2.08	-42.14
Min Fx	302	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-10.87	19.08	0.11	-0.93	-0.01	65.19
Max Fy	302	215 1.2(D+CL)+1.6USL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-8.61	20.36	0.33	-0.12	0.98	51.66
Min Fy	302	138 0.9D+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	2.13	-5.96	2.38	12.41	10.87	-12.79
Max Fz	302	128 1.2(D+CL)+0.5USL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-0.28	-0.23	2.45	13.07	10.93	1.67
Min Fz	301	131 1.2(D+CL)+0.5USL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-1.14	-3.27	-3.47	-22.08	12.81	6.84
Max Mx	302	128 1.2(D+CL)+0.5USL+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	-0.28	-0.23	2.45	13.07	10.93	1.67
Min Mx	301	141 0.9D+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-2.76	-5.05	-3.45	-22.2	12.62	16.53
Max My	301	123 1.2(D+CL)+0.5BSL+1.6(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-0.8	-1.71	-3.41	-22.05	12.9	4.81
Min My	301	138 0.9D+1.6(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	2.42	3.22	-0.27	5.21	-8.2	-14.53
Max Mz	302	207 1.2(D+CL)+1.6BSL+0.5(WIND PAR (+Z) +EDGE STRIP PAR (+Z) -IP PAR)	-10.87	19.08	0.11	-0.93	-0.01	65.19
Min Mz	301	204 1.2(D+CL)+1.6BSL+0.5(WIND PAR (-Z) +EDGE STRIP PAR (-Z) +IP PAR)	7.02	12.17	-0.46	-2.57	-2.08	-42.14

Component Load Cases US	
*	DEAD (D)
*	COLLATERAL (CL)
*	ROOF LIVE (RLI)
*	BALANCED SNOW (BSL)
*	UNBALANCED SNOW LEFT TO RIGHT (USL L2R)
*	WIND PERPENDICULAR +CP LEFT TO RIGHT AS ARCH +IP (AWPerp +CP L2R +IP)
*	WIND PERPENDICULAR -CP LEFT TO RIGHT AS ARCH +IP (AWPerp -CP L2R +IP)
*	WIND PERPENDICULAR +CP LEFT TO RIGHT AS ARCH -IP (AWPerp +CP L2R -IP)
*	WIND PERPENDICULAR -CP LEFT TO RIGHT AS ARCH -IP (AWPerp -CP L2R -IP)
*	WIND PARALLEL FRONT TO BACK +IP (WPar F2B +IP)
*	WIND PARALLEL BACK TO FRONT +IP (WPar B2F +IP)
*	WIND PARALLEL FRONT TO BACK -IP (WPar F2B -IP)
*	WIND PARALLEL BACK TO FRONT -IP (WPar B2F -IP)
*	SEISMIC TRANSVERSE LEFT TO RIGHT (ETrans L2R)
*	SEISMIC LONGITUDINAL FRONT TO BACK (ELong F2B)
*	WIND PERPENDICULAR +CP LEFT TO RIGHT AS GABLE +IP (AWPerp +CP L2R +IP)
*	WIND PERPENDICULAR -CP LEFT TO RIGHT AS GABLE +IP (AWPerp -CP L2R +IP)
*	WIND PERPENDICULAR +CP LEFT TO RIGHT AS GABLE -IP (AWPerp +CP L2R -IP)
*	WIND PERPENDICULAR -CP LEFT TO RIGHT AS GABLE -IP (AWPerp -CP L2R -IP)
* Cases Analyzed Cases This Project	
Odd Nodes Left Even Nodes Right Ascending Back to Front	

Gable Uprights Left to Right		Horizontal Ultimate		
Gable	Location	Fx kip	Fy kip	Fz kip (+)
1	(F)	---	---	---
1	(B)	---	---	1.4
2	(B)	---	---	2.64
2	(B)	---	---	2.64
2	(B)	---	---	1.4
SIDEWALL LASHING WINCH		---	1.14	---



Shelly



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www.calhounsuperstructure.com

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CALHOUN

L.R.F.D. REACTIONS
60' HT SERIES
405390 HT60x80 R1

NAME	DATE
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L.R.F.D. REACTIONS
60' HT SERIES
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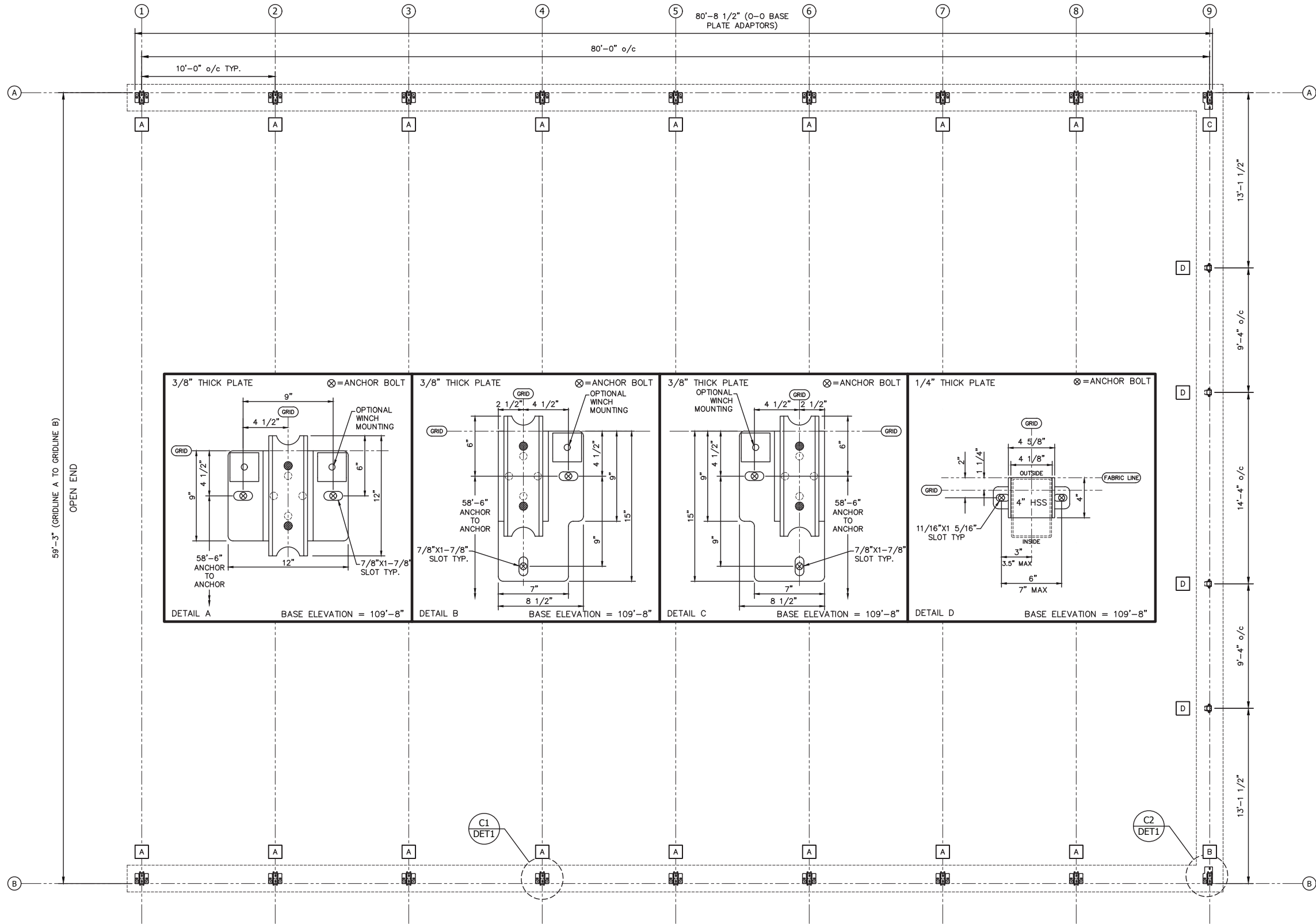
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M3H 2N9
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www.calhoun.ca
www.calhounsuperstructure.com

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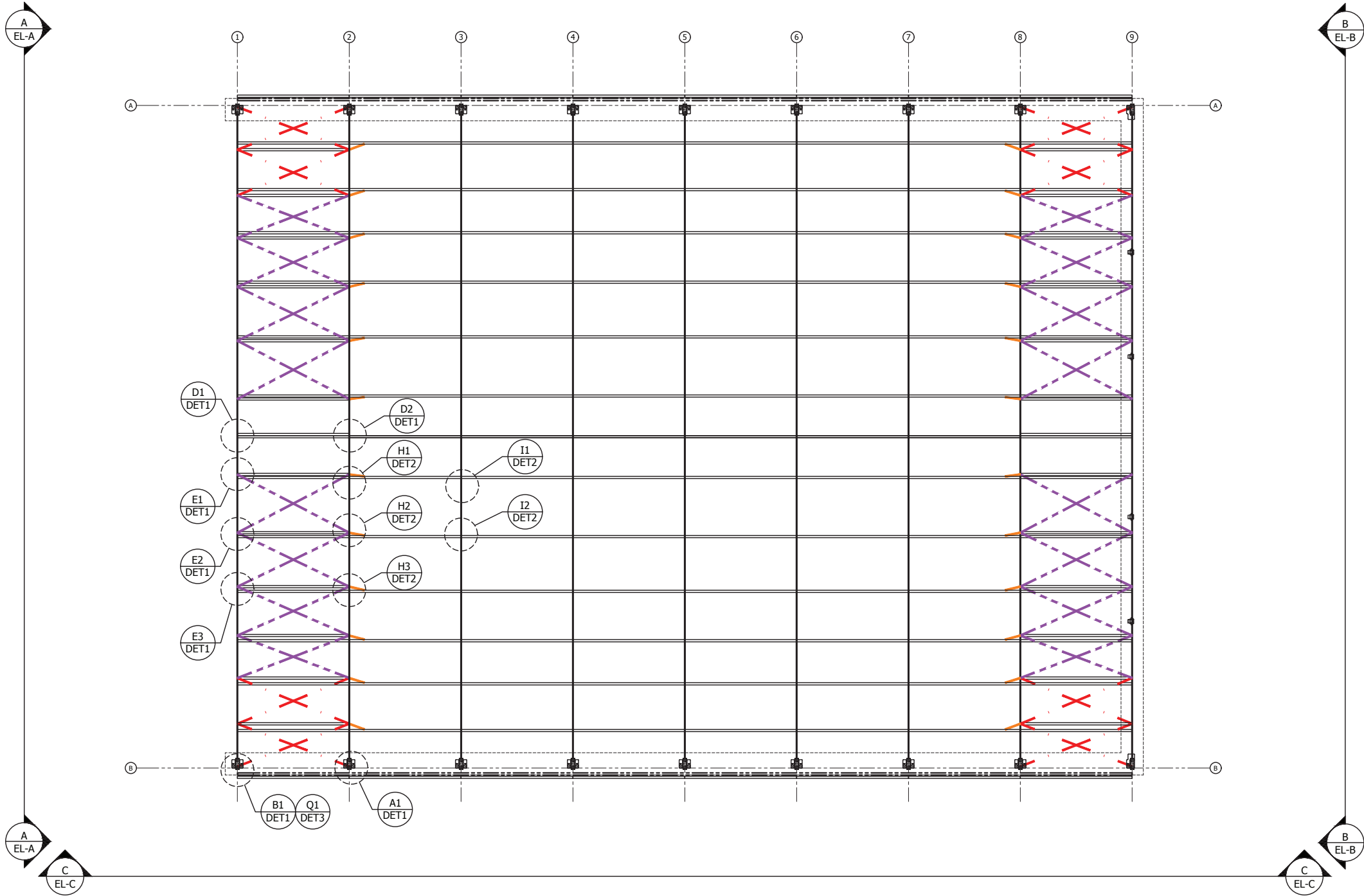
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FOUNDATION PLAN
60' HT SERIES
405390 HT60x80 R1

SCALE: 1/4"=1'-0" SHEET 5 OF 12

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CABLE SCHEDULE					
LEGEND	DESCRIPTION	SECTION	GA/LOAD	PROOF TURNS	PRE-TENSION TURNS
	ROOF CABLE	5/16" DIA 7X19	800	5-3/4	3/4
	EAVES CABLE	5/16" DIA 7X19	800	5-1/4	3/4

CABLE TENSIONING SEQUENCE:

1. HAND TIGHT
2. PLUS SPECIFIED TURNS, AS ABOVE, USING A CHEATER BAR OR WRENCH (TO STRETCH CABLE)
3. LOOSEN TO SLACK
4. HAND TIGHT
5. PLUS SPECIFIED TURNS, AS ABOVE, USING A CHEATER BAR OR WRENCH (FINAL TENSIONING 800 LBS UNO)

FRAMING SCHEDULE				
LEGEND	DESCRIPTION	SECTION	GA/LOAD	COMMENTS
	TYPICAL PURLIN	2-7/8"	14	ALL BAYS / RIDGE
	BRACE PURLIN	U 2"x2"	11	END BAYS ONLY
	TENSION TUBE	2-7/8"	13	ALL BAYS

MAIN BUILDING COVER INFORMATION	
FABRIC TYPE	COVER INFORMATION
BAG COVER	1 PIECE BAG COVER, TENSION AS PER DETAILS

FOUNDATION DESIGNED
AND SUPPLIED BY OTHERS

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3702 Bruce Rd #10
Tara, Ontario, Canada
N0H 2N0
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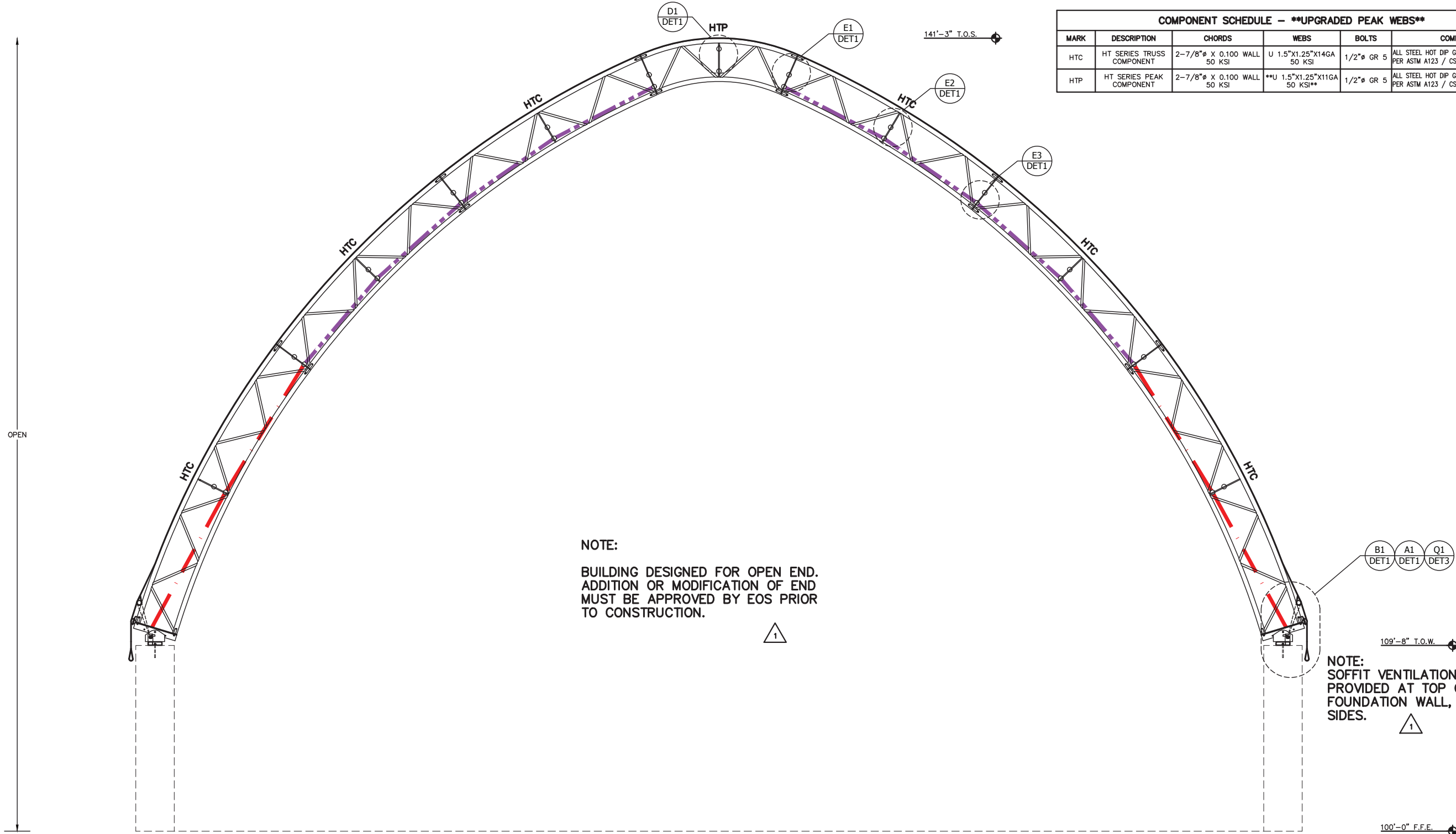
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FRAMING PLAN
60' HT SERIES
405390 HT60x80 R1

SCALE: 3/16"=1'-0" SHEET 6 OF 12

FRA

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COMPONENT SCHEDULE - **UPGRADED PEAK WEBS**					
MARK	DESCRIPTION	CHORDS	WEBS	BOLTS	COMMENTS
HTC	HT SERIES TRUSS COMPONENT	2-7/8"Ø X 0.100 WALL 50 KSI	U 1.5"x1.25"x14GA 50 KSI	1/2"Ø GR 5	ALL STEEL HOT DIP GALVANIZED TO MIN. G90 PER ASTM A123 / CSA-G164
HTP	HT SERIES PEAK COMPONENT	2-7/8"Ø X 0.100 WALL 50 KSI	**U 1.5"x1.25"x11GA 50 KSI**	1/2"Ø GR 5	ALL STEEL HOT DIP GALVANIZED TO MIN. G90 PER ASTM A123 / CSA-G164

NOTE:
BUILDING DESIGNED FOR OPEN END.
ADDITION OR MODIFICATION OF END
MUST BE APPROVED BY EOS PRIOR
TO CONSTRUCTION.

NOTE:
SOFFIT VENTILATION TO BE
PROVIDED AT TOP OF
FOUNDATION WALL, BOTH
SIDES.

END 1-GRIDLINE 1

CABLE SCHEDULE					
LEGEND	DESCRIPTION	SECTION	GA/LOAD	PROOF TURNS	PRE-TENSION TURNS
	ROOF CABLE	5/16" DIA 7X19	800	5-3/4	3/4
	EAVES CABLE	5/16" DIA 7X19	800	5-1/4	3/4

CABLE TENSIONING SEQUENCE:

- HAND TIGHT
- PLUS SPECIFIED TURNS, AS ABOVE, USING A CHEATER BAR OR WRENCH (TO STRETCH CABLE)
- LOOSEN TO SLACK
- HAND TIGHT
- PLUS SPECIFIED TURNS, AS ABOVE, USING A CHEATER BAR OR WRENCH (FINAL TENSIONING 800 LBS UNO)

FRAMING SCHEDULE				
LEGEND	DESCRIPTION	SECTION	GA/LOAD	COMMENTS
	TYPICAL PURLIN	2-7/8"Ø	14	ALL BAYS / RIDGE
	BRACE PURLIN	U 2"x2"	11	END BAYS ONLY
	TENSION TUBE	2-7/8"Ø	13	ALL BAYS

END WALL FABRIC INFORMATION	
FABRIC TYPE	FABRIC INFORMATION
1 PIECE END PANEL	CONNECTED TO OUTER CHORD USING SCHEDULE 80 PVC WITH CAMBUCKLES @ 20" Ø/c. TENSION AS PER DETAILS.



FOUNDATION DESIGNED
AND SUPPLIED BY OTHERS

Calhoun Super Structures Ltd.
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Toro, Ontario, Canada
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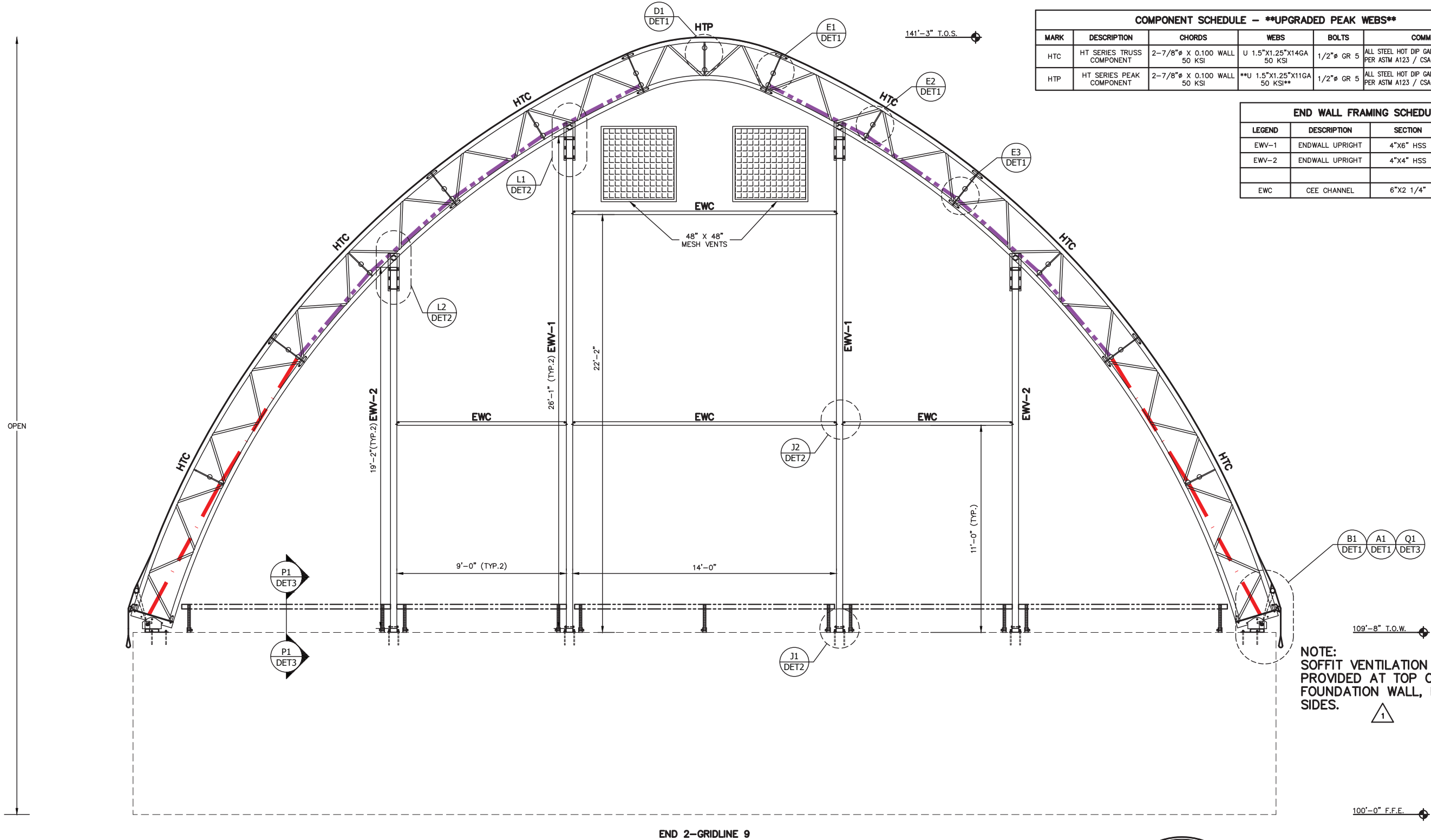
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ELEVATION A
60' HT SERIES
405390 HT60x80 R1

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SCALE: 3/8"=1'-0" SHEET 7 OF 12
EL-A

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COMPONENT SCHEDULE - **UPGRADED PEAK WEBS**					
MARK	DESCRIPTION	CHORDS	WEBS	BOLTS	COMMENTS
HTC	HT SERIES TRUSS COMPONENT	2-7/8"Ø X 0.100 WALL 50 KSI	U 1.5"x1.25"x14GA 50 KSI	1/2"Ø GR 5	ALL STEEL HOT DIP GALVANIZED TO MIN. G90 PER ASTM A123 / CSA-G164
HTP	HT SERIES PEAK COMPONENT	2-7/8"Ø X 0.100 WALL 50 KSI	**U 1.5"x1.25"x11GA 50 KSI**	1/2"Ø GR 5	ALL STEEL HOT DIP GALVANIZED TO MIN. G90 PER ASTM A123 / CSA-G164

END WALL FRAMING SCHEDULE			
LEGEND	DESCRIPTION	SECTION	GA/LOAD
EWV-1	ENDWALL UPRIGHT	4"x6" HSS	1/4"
EWV-2	ENDWALL UPRIGHT	4"x4" HSS	1/8"
EWC	CEE CHANNEL	6"x2 1/4"	14

CABLE SCHEDULE					
LEGEND	DESCRIPTION	SECTION	GA/LOAD	PROOF TURNS	PRE-TENSION TURNS
	ROOF CABLE	5/16" DIA 7X19	800	5-3/4	3/4
	EAVES CABLE	5/16" DIA 7X19	800	5-1/4	3/4
CABLE TENSIONING SEQUENCE:					
1. HAND TIGHT					
2. PLUS SPECIFIED TURNS, AS ABOVE, USING A CHEATER BAR OR WRENCH (TO STRETCH CABLE)					
3. LOOSEN TO SLACK					
4. HAND TIGHT					
5. PLUS SPECIFIED TURNS, AS ABOVE, USING A CHEATER BAR OR WRENCH (FINAL TENSIONING 800 LBS UNO)					

FRAMING SCHEDULE				
LEGEND	DESCRIPTION	SECTION	GA/LOAD	COMMENTS
	TYPICAL PURLIN	2-7/8"Ø	14	ALL BAYS / RIDGE
	BRACE PURLIN	U 2"x2"	11	END BAYS ONLY
	TENSION TUBE	2-7/8"Ø	13	ALL BAYS

END WALL FABRIC INFORMATION	
FABRIC TYPE	FABRIC INFORMATION
1 PIECE END PANEL	CONNECTED TO OUTER CHORD USING SCHEDULE 80 PVC WITH CAMBUCKLES @ 20" o/c. TENSION AS PER DETAILS.



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CALHOUN

ELEVATION B
60' HT SERIES
405390 HT60x80 R1

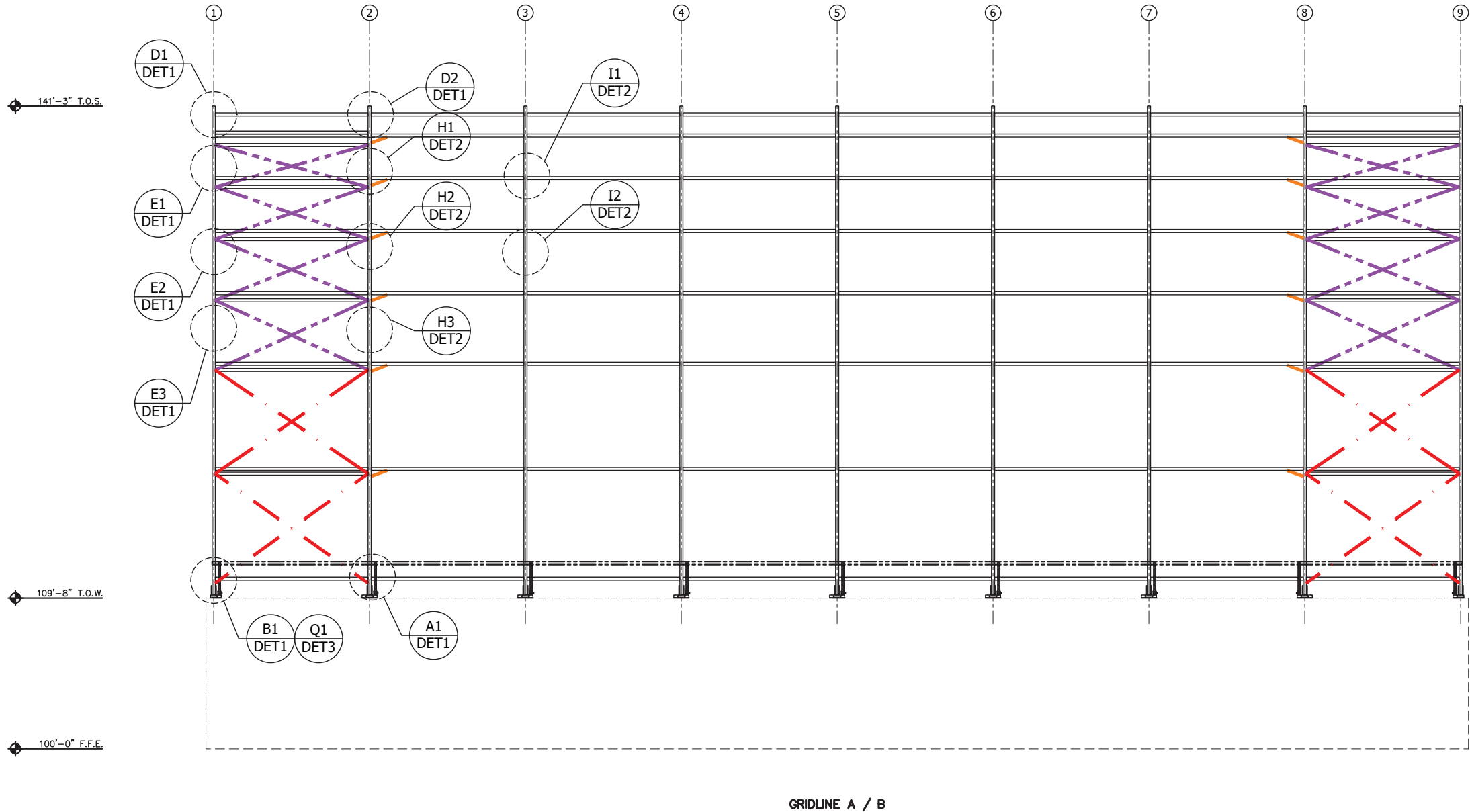
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FABRIC

CONCRETE
(SEE GENERAL
NOTES)



Gregory L. Riley

CABLE SCHEDULE					
LEGEND	DESCRIPTION	SECTION	GA/LOAD	PROOF TURNS	PRE-TENSION TURNS
	ROOF CABLE	5/16" DIA 7X19	800	5-3/4	3/4
	EAVES CABLE	5/16" DIA 7X19	800	5-1/4	3/4
CABLE TENSIONING SEQUENCE:					
1. HAND TIGHT					
2. PLUS SPECIFIED TURNS, AS ABOVE, USING A CHEATER BAR OR WRENCH (TO STRETCH CABLE)					
3. LOOSEN TO SLACK					
4. HAND TIGHT					
5. PLUS SPECIFIED TURNS, AS ABOVE, USING A CHEATER BAR OR WRENCH (FINAL TENSIONING 800 LBS UNO)					

FRAMING SCHEDULE				
LEGEND	DESCRIPTION	SECTION	GA/LOAD	COMMENTS
	TYPICAL PURLIN	2-7/8"	14	ALL BAYS / RIDGE
	BRACE PURLIN	U 2"x2"	11	END BAYS ONLY
	TENSION TUBE	2-7/8"	13	ALL BAYS

MAIN BUILDING COVER INFORMATION	
FABRIC TYPE	COVER INFORMATION
BAG COVER	1 PIECE BAG COVER, TENSION AS PER DETAILS

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CALHOUN

ELEVATION C
60' HT SERIES
405390 HT60x80 R1

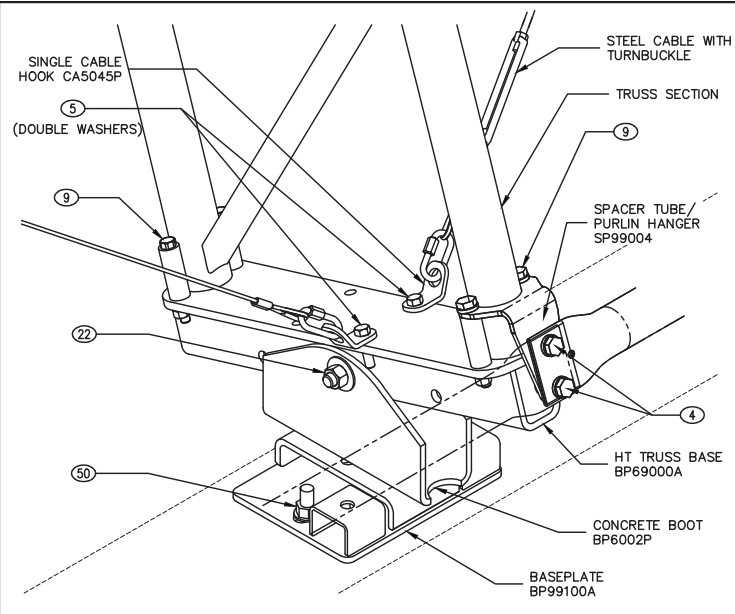
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DATE: 01/04/2019
DRAWN: A C
CHECKED: A C

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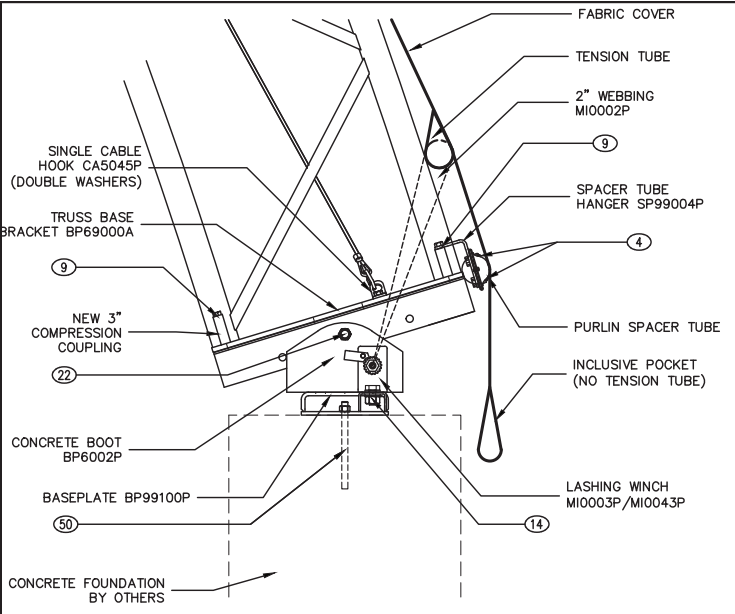
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SHEET NAME: **EL-C**
9 OF 12

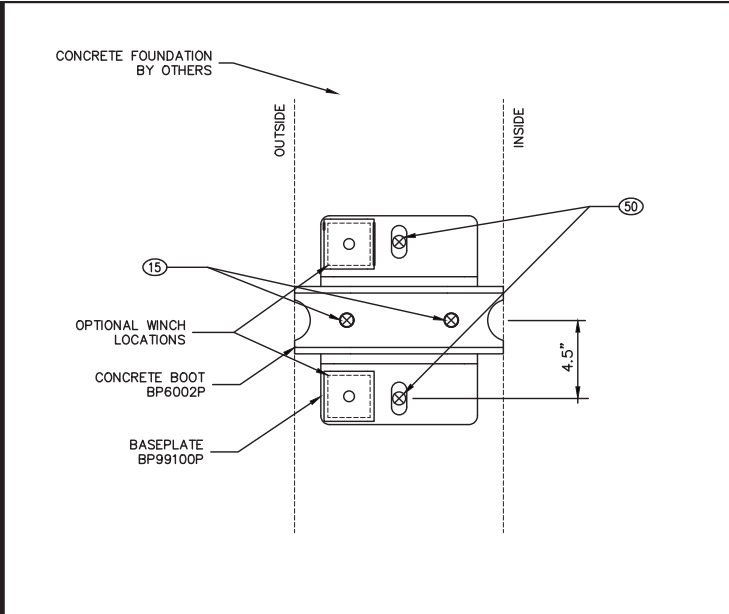
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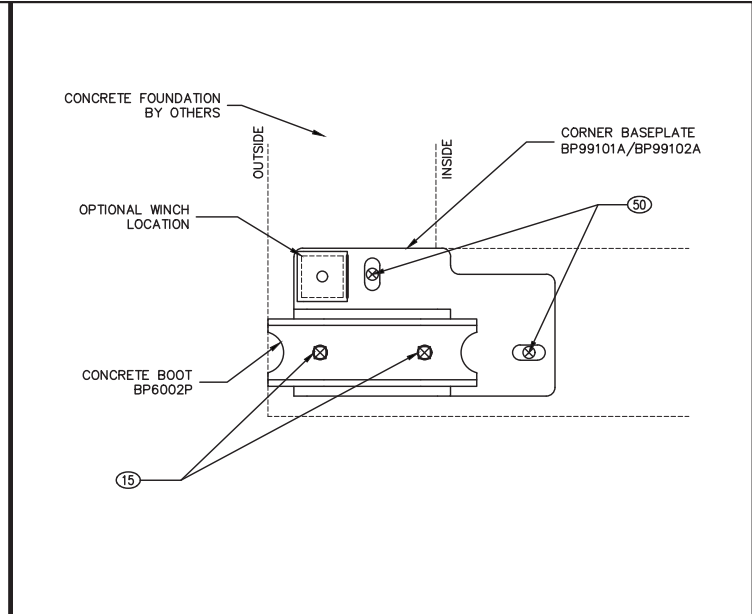
DETAIL A1 CONCRETE MOUNT



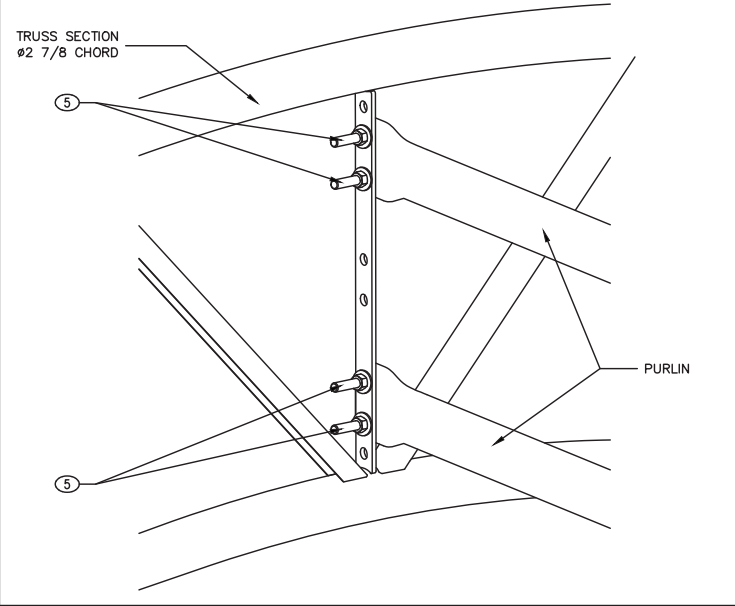
DETAIL B1 FABRIC TERMINATION



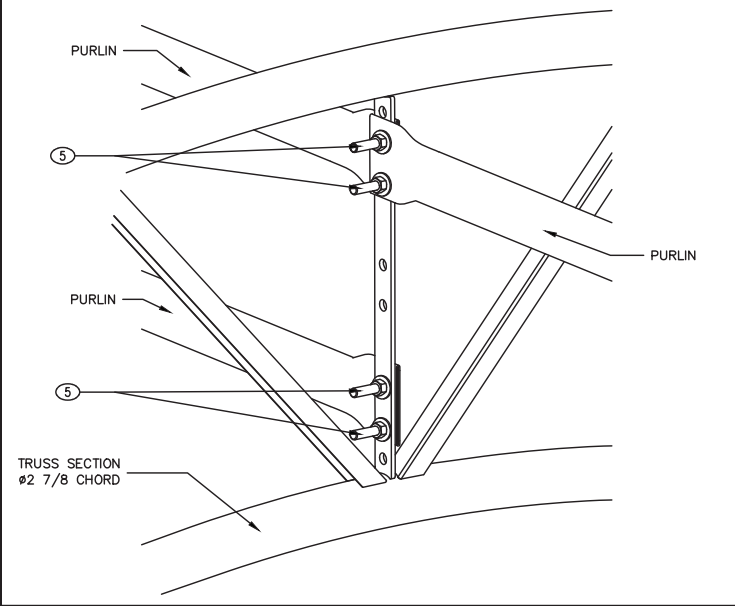
DETAIL C1 - CONCRETE BOOT MOUNT WITH BASEPLATE



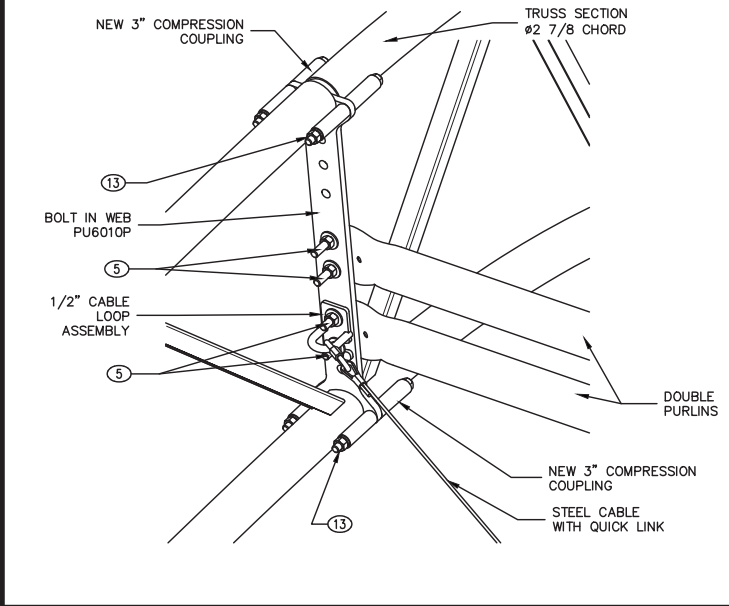
DETAIL C2 - CONCRETE BOOT MOUNT WITH CORNER BASEPLATE



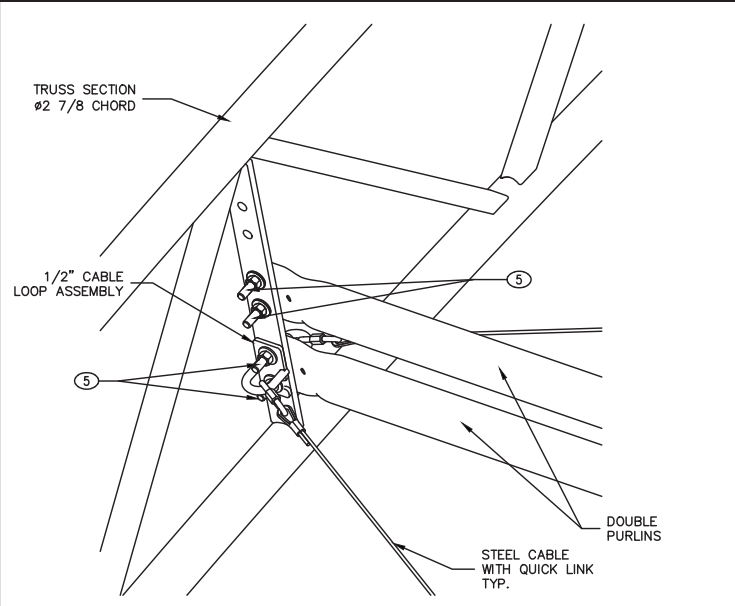
DETAIL D1 RIDGE PURLIN AT END AT WELD IN WEB



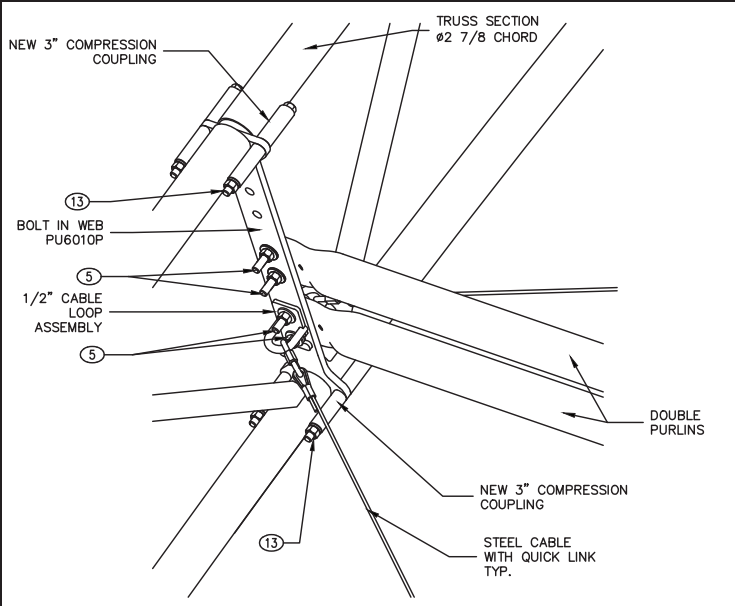
DETAIL D2 RIDGE PURLIN AT WELD IN WEB DOUBLE TO SINGLE PURLIN



DETAIL E1 PURLINS AT END AT BOLT IN WEB - ONE CABLE



DETAIL E2 PURLINS AT END AT WELD IN WEB - TWO CABLES



DETAIL E3 PURLINS AT END AT BOLT IN WEB - TWO CABLES

HARDWARE SCHEDULE (AS OCCURS)

ITEM No.	DESCRIPTION	PART No.	ITEM No.	DESCRIPTION	PART No.
1	HEX BOLT 3/8 X 1-1/2	FA0029P	25	CARRIAGE BOLT 3/8 X 1-1/2	FC060150G5G
2	---	---	26	CARRIAGE BOLT 3/8 X 4	FA0103P
3	---	---	27	CARRIAGE BOLT 3/8 X 4-1/2	FA0102P
4	HEX BOLT 1/2 X 1-1/2	FA0011P	28	CARRIAGE BOLT 1/2 X 2	FA0146P
5	HEX BOLT 1/2 X 2-1/2	FA0151P	29	CARRIAGE BOLT 1/2 X 4-1/2	FA0138P
6	HEX BOLT 1/2 X 2-1/2 GR8	FA7021P	30	CARRIAGE BOLT 1/2 X 5	FA0127P
7	HEX BOLT 1/2 X 3-1/2	FA0006P	31	CARRIAGE BOLT 1/2 X 5-1/2	FA7010P
8	HEX BOLT 1/2 X 4	FA0009P	32	CARRIAGE BOLT 5/8 X 1-1/2	FA0142P
9	HEX BOLT 1/2 X 4-1/2	FA0076P	33	CARRIAGE BOLT 5/8 X 6	FA7017P
10	HEX BOLT 1/2 X 5	FA0010P	34	LAG BOLT 3/8 X 1-1/2	FA0030P
11	HEX BOLT 1/2 X 5-1/2	FA0080P	35	LAG BOLT 1/2 X 3-1/2	FA0007P
12	HEX BOLT 1/2 X 6-1/2	FH080650G5G	36	TEK SCREWS 1/4 X 1	FA2201P
13	HEX BOLT 1/2 X 7-1/2	FH080750G5G	37	TEK SCREWS 1/4 X 1 W/GASKET	FA2200P
14	HEX BOLT 5/8 X 1-1/2	FA0059P	38	TEK SCREWS 1/4 X 1 WHITE	FA2202P
15	HEX BOLT 5/8 X 2	FA0061P	39	TEK SCREWS 12-24 X 1-1/4	FA0147P
16	HEX BOLT 5/8 X 2-1/2	FA0062P	40	TEK SCREWS 1/4 X 2-1/2	FA0089P
17	HEX BOLT 5/8 X 3	FA0063P	41	TEK SCREWS 1/4 X 1-1/2	FA2203P
18	HEX BOLT 5/8 X 4	FA0055P	42	THREADED ROD 5/8 X 5	FR100500G2G
19	HEX BOLT 5/8 X 5	FA0074P	43	CARRIAGE BOLT 5/8 X 2	FC100200G5G
20	HEX BOLT 5/8 X 6	FA7016P	44	HEX BOLT 1/2 X 1	FH080100G5G
21	HEX BOLT 3/4 X 3	FA0077P	45	LAG BOLT 3/4 X 3-1/2	FG120350G2G
22	HEX BOLT 3/4 X 5	FA6005P	48	BLIND BOLT 1/2	FA1053P
23	HEX BOLT 7/8 X 2-1/2	FA0120P	49	BLIND BOLT 5/16" X 2"	FA1054P
24	HEX BOLT 1-1/4 X 4-1/2	FA7015P	50	CONNECTION BY OTHERS	

NOTES: REFERENCE TO BOLTS AND/OR U-BOLTS INCLUDES ASSOCIATED NUT AND WASHER
ALWAYS INSTALL WASHER ON TURN SIDE OF BOLT - UNO



FOUNDATION DESIGNED
AND SUPPLIED BY OTHERS

Signature

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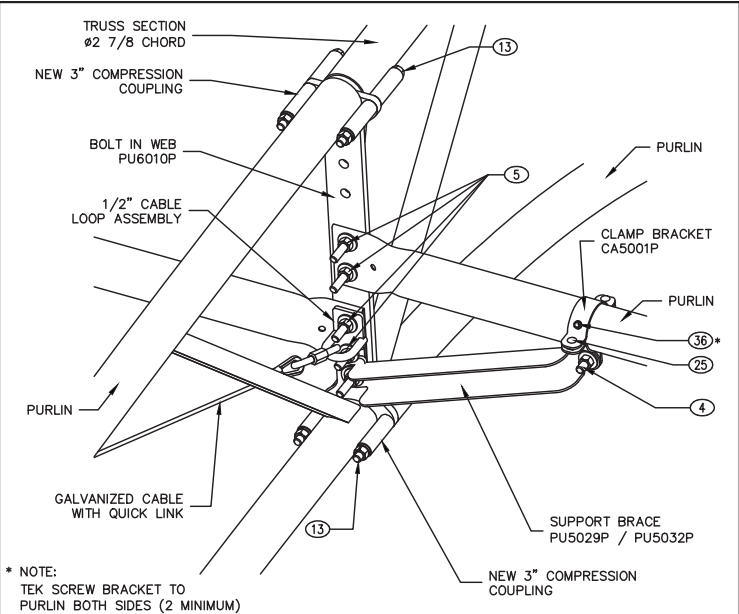
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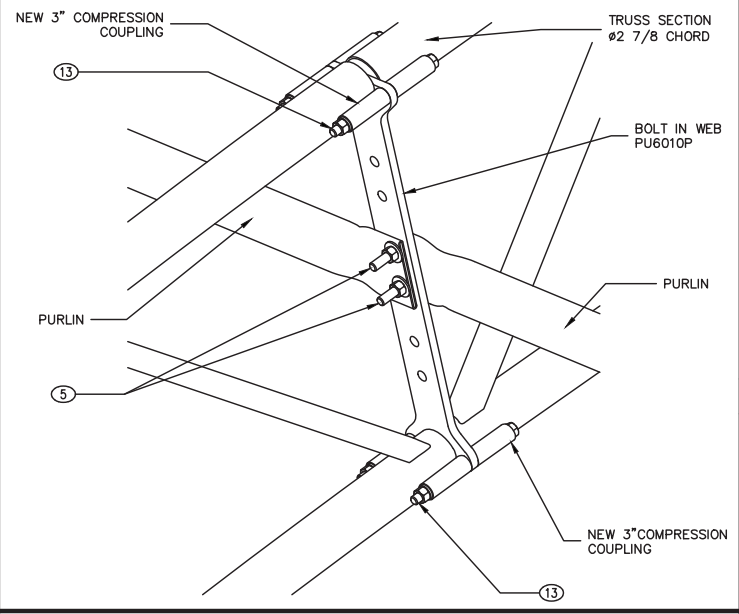
DETAILS
60' HT SERIES
405390 HT60x80 R1

DET1
SCALE: N T S SHEET 10 OF 12

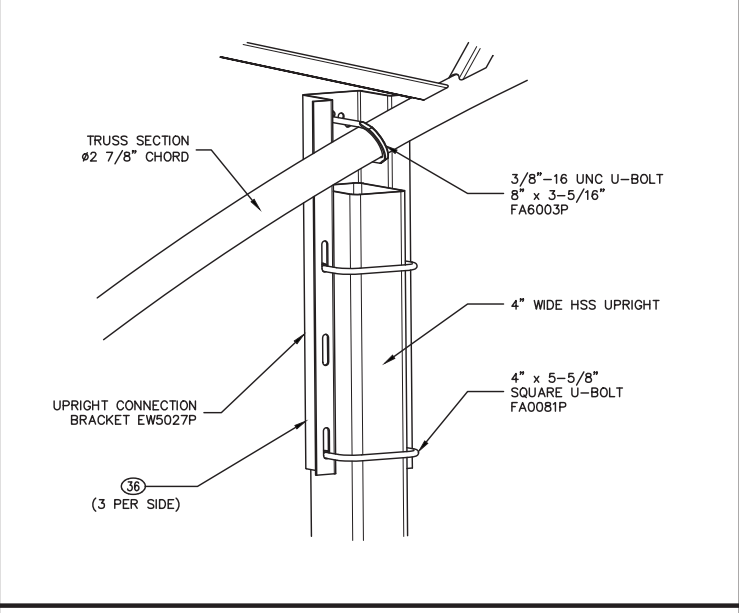
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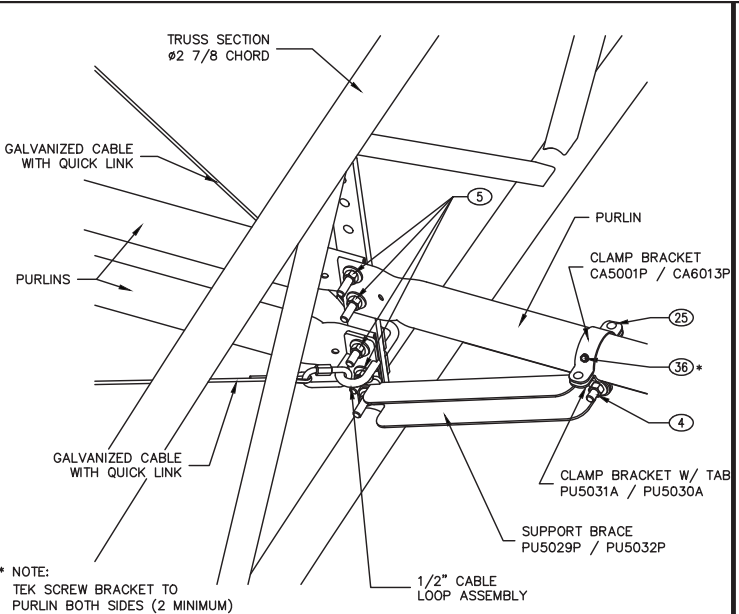
DETAIL H1 BRACED BAY TO UNBRACED BAY AT BOLT IN WEB - 1 CABLE



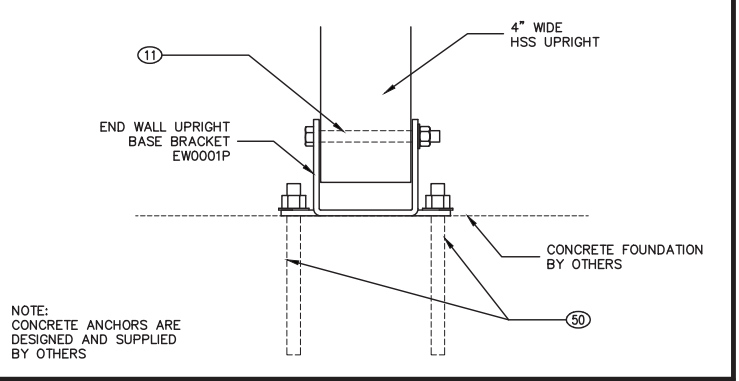
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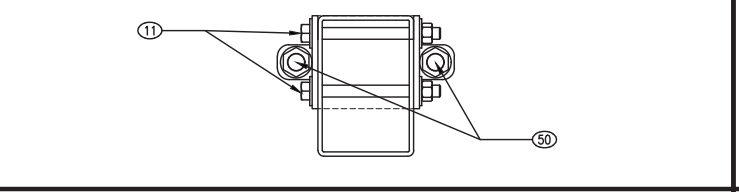
DETAIL H3 BRACED BAY TO UNBRACED BAY AT BOLT IN WEB - 2 CABLES



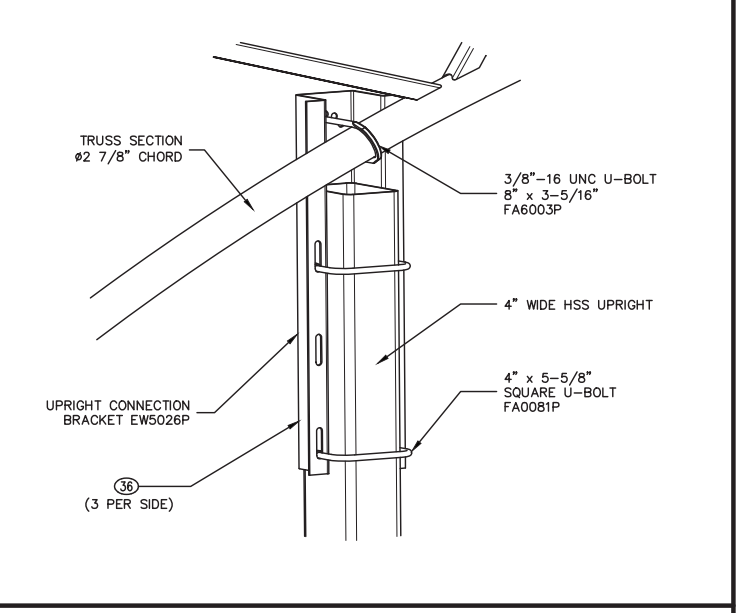
DETAIL I1 UNBRACED BAY TO UNBRACED BAY AT WELD IN WEB



DETAIL J1 ENDWALL UPRIGHT BASE CONNECTION - 4"

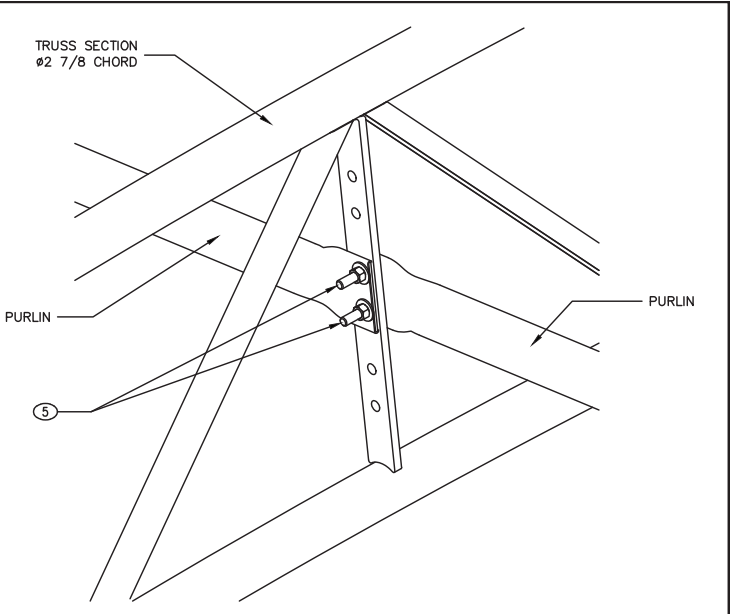


DETAIL J2 ENDWALL UPRIGHT TO CEE CHANNEL CONNECTION



DETAIL L1 ENDWALL UPRIGHT CONNECTION AT TRUSS - 4X6 HSS

DETAIL L2 ENDWALL UPRIGHT CONNECTION AT TRUSS - 4X4 HSS



DETAIL L2 ENDWALL UPRIGHT CONNECTION AT TRUSS - 4X4 HSS

HARDWARE SCHEDULE (AS OCCURS)					
ITEM No.	DESCRIPTION	PART No.	ITEM No.	DESCRIPTION	PART No.
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5	HEX BOLT 1/2 X 2-1/2	FA0151P	29	CARRIAGE BOLT 1/2 X 4-1/2	FA0138P
6	HEX BOLT 1/2 X 2-1/2 GR8	FA7021P	30	CARRIAGE BOLT 1/2 X 5	FA0127P
7	HEX BOLT 1/2 X 3-1/2	FA0006P	31	CARRIAGE BOLT 1/2 X 5-1/2	FA7010P
8	HEX BOLT 1/2 X 4	FA0009P	32	CARRIAGE BOLT 5/8 X 1-1/2	FA0142P
9	HEX BOLT 1/2 X 4-1/2	FA0076P	33	CARRIAGE BOLT 5/8 X 6	FA7017P
10	HEX BOLT 1/2 X 5	FA0010P	34	LAG BOLT 3/8 X 1-1/2	FA0030P
11	HEX BOLT 1/2 X 5-1/2	FA0080P	35	LAG BOLT 1/2 X 3-1/2	FA0007P
12	HEX BOLT 1/2 X 6-1/2	FH080650G5G	36	TEK SCREWS 1/4 X 1-1/4	FA0085P
13	HEX BOLT 1/2 X 7-1/2	FH080750G5G	37	TEK SCREWS 1/4 X 1-1/2 GAS	FA7002P
14	HEX BOLT 5/8 X 1-1/2	FA0059P	38	TEK SCREWS 1/4 X 1 WHITE	FA0067P
15	HEX BOLT 5/8 X 2	FA0061P	39	TEK SCREWS 12-24 X 1-1/4	FA0147P
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23	HEX BOLT 7/8 X 2-1/2	FA0120P			
24	HEX BOLT 1-1/4 X 4-1/2	FA7015P	50	CONCRETE ANCHORS BY OTHERS	

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Signature

FOUNDATION DESIGNED AND SUPPLIED BY OTHERS

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3702 Bruce Rd #10
Tara, Ontario, Canada
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NAME	DATE
A C	01/04/2019
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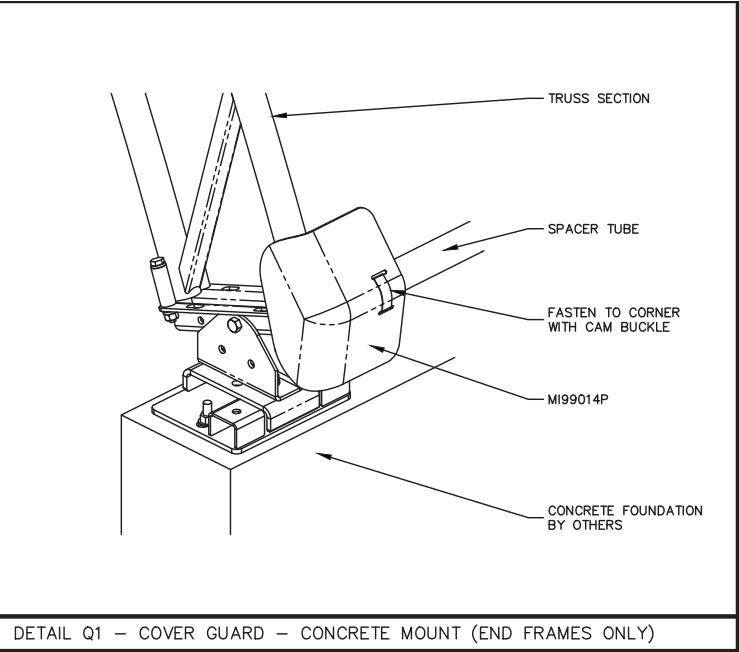
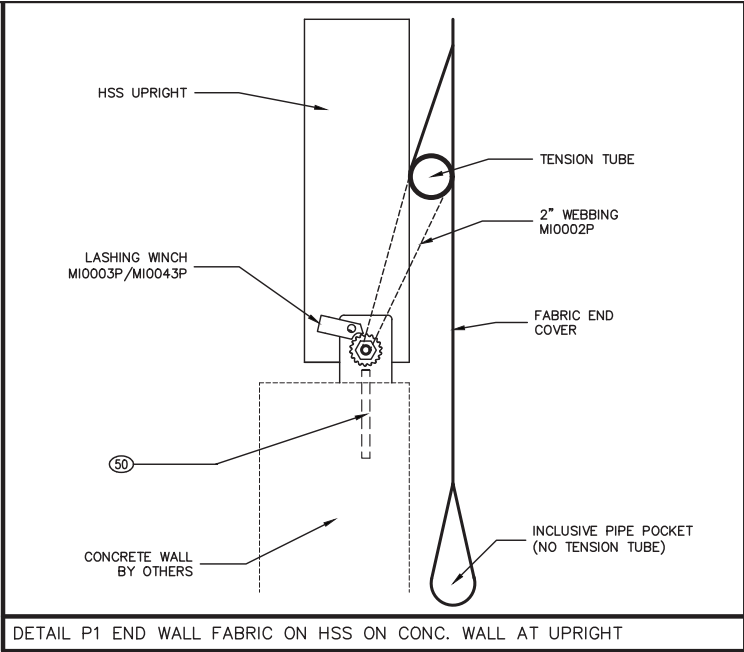
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DETAILS
60' HT SERIES
405390 HT60x80 R1

SIZE	SHEET NAME
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SCALE:	N T S

11 OF 12

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Hardware Schedule (As Occurs)					
Item No.	Description	Part No.	Item No.	Description	Part No.
1	HEX BOLT 3/8 X 1-1/2	FA0029P	25	CARRIAGE BOLT 3/8 X 1-1/2	FC060150G5G
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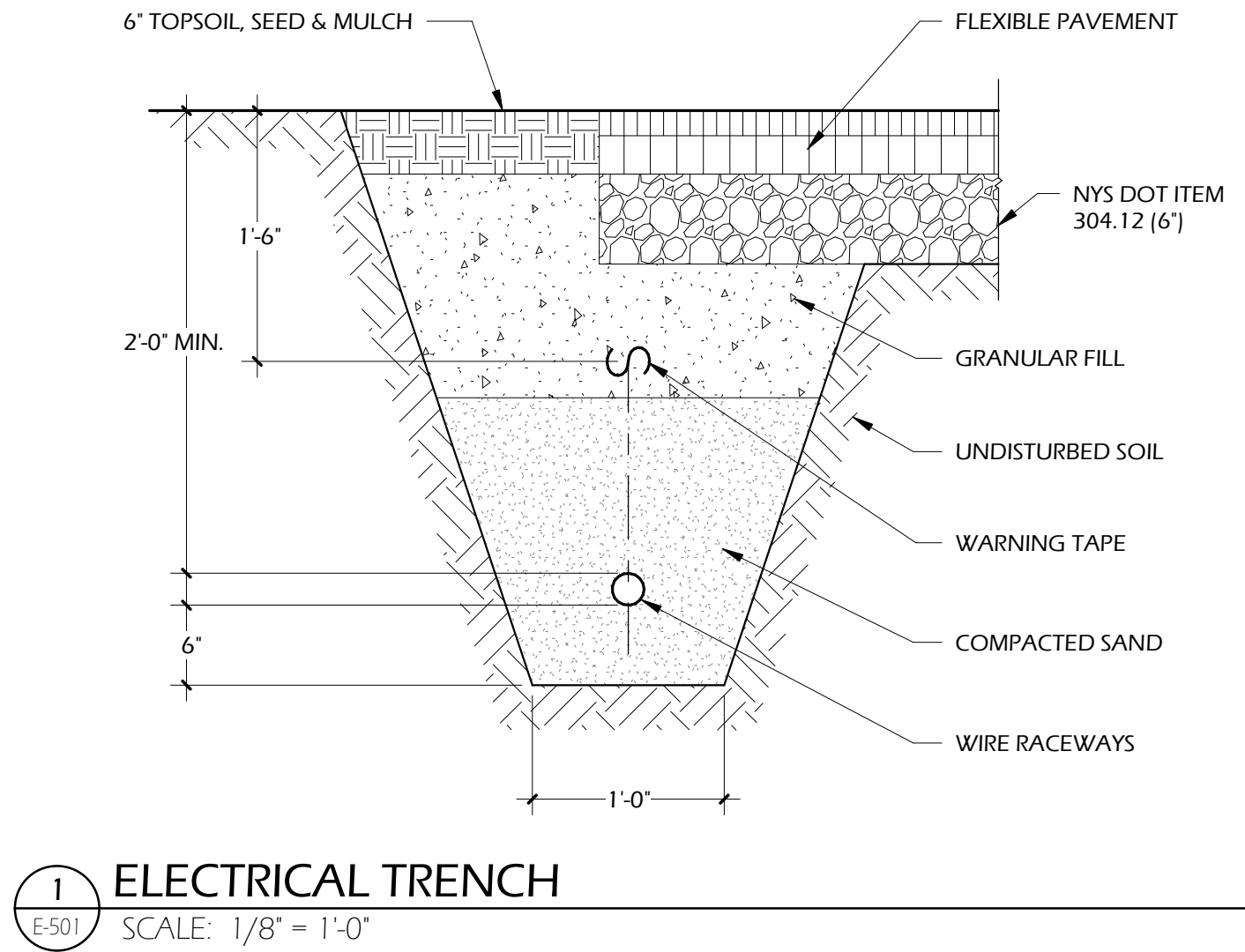
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DETAILS
60' HT SERIES
405390 HT60x80 R1

DET3
SCALE: N T S SHEET 12 OF 12

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2 EXISTING SERVICE BACKBOARD

SCALE: 1" = 1'-0"

AES

NORTHEAST

Architecture, Engineering, and Land Surveying Northeast, PLLC
10-12 City Hall Place, Plattsburgh, NY 12901
Phone: (518) 581-1598 www.aeshortheast.com
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STATE OF NEW YORK

WATHAN C. BULL

085410

REGISTERED PROFESSIONAL ENGINEER

PROJECT TITLE:

TOWN OF NEWCOMB

SALT STORAGE FACILITY

NORTH SIDE OF STATE ROUTE
28N, TOWN OF NEWCOMB,
ESSEX COUNTY, NEW YORK

DRAWING TITLE:

ELECTRICAL DETAILS

DWG. ISSUE/REVISIONS DATE(MM/DD/YYYY)

PRELIMINARY AGENCY REVIEW 12/12/2018

RELEASE FOR AGENCY REVIEW & BID 01/18/2019

DESIGNED BY: NCB DRAWN BY: PJF AES PROJ. NO.: 4692

BUILDING ID: DRAWING NO.: E-501

ENVIRONMENTAL PROTECTION FUND PROJECT SIGN SPECIFICATIONS

Size: Horizontal format - 48" wide by 24" high.

Construction Materials: Aluminum blank sign boards with vinyl sheeting.

Inserts: “Project Name”, and “Local Project Sponsor” indicate position, size and topography for specific project names and sponsor to be inserted.

Color Scheme:

NYS logo and text – “DEPARTMENT OF ENVIRONMENTAL CONSERVATION” –
Pantone 350 C

TEXT:

Environmental Protection Fund	PMS3005 C
Water Quality Improvement Project	PMS3005 C
Project Site Name/Local Project Sponsor	Pantone 350 C

Type Specifications: All type is Arial 540, with the exception of the logo type.
Format is: center each line of copy with small caps and initial caps.

Production Notes: 48" wide x 24" high aluminum blanks will be covered with vinyl sheeting to achieve background color. Copy and logo will be silk screened on this surface.

Time Period: From start of Construction until 90 days after closeout of the project.

Grant recipients must provide a project name and the local project sponsor to be inserted on the sign.

TOWN OF NEWCOM
SALT STORAGE STRUCTURE

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Footings.
 - 2. Slabs-on-grade.
- B. Related Sections include the following:
 - 1. Section 03410 - Precast Concrete Structures
 - 2. Section 03420 - Foundation Wall System
 - 3. Section 04010 - Fabric Membrane Cover and Structure

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

TOWN OF NEWCOM
SALT STORAGE STRUCTURE

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and installing and removing reshoring.
- E. Welding certificates.
- F. Qualification Data: See Foundation Wall System Specification for qualification requirements.
- G. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
- H. Material Certificates: For each of the following, signed by manufacturers:
 1. Cementitious materials.
 2. Admixtures.
 3. Form materials and form-release agents.
 4. Steel reinforcement and accessories.
- I. Floor surface flatness and levelness measurements to determine compliance with specified tolerances.
- J. Field quality-control test and inspection reports.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- E. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 1. ACI 301, "Specification for Structural Concrete,"
 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

TOWN OF NEWCOM
SALT STORAGE STRUCTURE

- G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.
 - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
 - 4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.

TOWN OF NEWCOM
SALT STORAGE STRUCTURE

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete.

2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150,
 - a. Fly Ash: ASTM C 618.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
 - 2. Blended Hydraulic Cement: ASTM C 595, Type cement.
- B. Silica Fume: ASTM C 1240, amorphous silica.
- C. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
- D. Water: ASTM C 94 and potable.

2.5 ADMIXTURES

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

TOWN OF NEWCOM
SALT STORAGE STRUCTURE

4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- C. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.
- D. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.7 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
1. Fly Ash: 25 percent.
 2. Combined Fly Ash and Pozzolan: 25 percent.
 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
 5. Silica Fume: 10 percent.
 6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

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7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to [0.06] percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
 1. Use [water-reducing] [high-range water-reducing] [or] [plasticizing] admixture in concrete, as required, for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
- E. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.8 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Proportion normal-weight concrete mixture as follows:
 1. Minimum Compressive Strength: 4000 psi at 28 days.
 2. Maximum Water-Cementitious Materials Ratio: 0.42.
 3. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

2.9 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

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PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- G. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- H. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 3. Install dovetail anchor slots in concrete structures as indicated.

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3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
 - 1. Weld reinforcing bars according to AWS D1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.
- G. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material according to ASTM A 780. Use galvanized steel wire ties to fasten zinc-coated steel reinforcement.

3.4 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

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1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.5 FINISHING FORMED SURFACES

- A. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.6 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

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1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project..
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer

3.7 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a [special inspector] [and] [qualified testing and inspecting agency] to perform field tests and inspections and prepare test reports.
- B. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 1. Steel reinforcement placement.
 2. Headed bolts and studs.
 3. Verification of use of required design mixture.
 4. Concrete placement, including conveying and depositing.
 5. Curing procedures and maintenance of curing temperature.
 6. Verification of concrete strength before removal of shores and forms.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

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1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure [two] <Insert number> sets of two standard cylinder specimens for each composite sample.
8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
11. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

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12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate does not comply with the Contract Documents.

END OF SECTION 03300

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SECTION 03410 - PRECAST CONCRETE STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Precast structural concrete.
- B. Related Sections:
 - 1. Section 03300- Cast-In-Place Concrete
 - 2. Section 03420 - Foundation Wall System
 - 3. Section 04010 - Fabric Membrane Cover and Structure

1.3 DEFINITION

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each precast concrete mixture. Include compressive strength and water-absorption tests.
- C. Shop Drawings: Include member locations, plans, elevations, dimensions, shapes and sections, openings, support conditions, and types of reinforcement, including special reinforcement. Detail fabrication and installation of precast structural concrete units.
 - 1. Indicate joints, reveals, and extent and location of each surface finish.
 - 2. Indicate welded connections by AWS standard symbols. Show size, length, and type of each weld.
 - 3. Detail loose and cast-in hardware, lifting and erection inserts, connections, and joints.
 - 4. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
- D. Qualification Data: See "Foundation Wall System" Specification for requirements
- E. Welding certificates.
- F. Material Certificates: For the following, from manufacturer:

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1. Cementitious materials.
2. Reinforcing materials.
3. Admixtures.
4. Bearing pads.
5. Structural-steel shapes and hollow structural sections.

G. Material Test Reports: For aggregates.

H. Source quality-control reports.

I. Field quality-control reports.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Support units during shipment on nonstaining shock-absorbing material in same position as during storage.
- B. Store units with adequate bracing and protect units to prevent contact with soil, to prevent staining, and to prevent cracking, distortion, warping or other physical damage.
 1. Store units with dunnage across full width of each bearing point unless otherwise indicated.
 2. Place adequate dunnage of even thickness between each unit.
 3. Place stored units so identification marks are clearly visible, and units can be inspected.
- C. Handle and transport units in a position consistent with their shape and design in order to avoid excessive stresses that would cause cracking or damage.
- D. Lift and support units only at designated points shown on Shop Drawings.

1.6 COORDINATION

- A. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction before starting that Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.

PART 2 - PRODUCTS

2.1 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that will provide continuous and true precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
 1. Mold-Release Agent: Commercially produced liquid-release agent that will not bond with, stain or adversely affect precast concrete surfaces and will not impair subsequent surface or joint treatments of precast concrete.

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- B. Form Liners: Furnish with manufacturer's recommended liquid-release agent that will not bond with, stain, or adversely affect precast concrete surfaces and will not impair subsequent surface or joint treatments of precast concrete.
- C. Surface Retarder: Chemical set retarder, capable of temporarily delaying final hardening of newly placed concrete mixture to depth of reveal specified.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706, deformed.
- C. Galvanized Reinforcing Bars: ASTM A 615, Grade 60 deformed bars, Class II zinc coated, hot-dip galvanized.
- D. Epoxy-Coated Reinforcing Bars: ASTM A 615, Grade 60, deformed bars, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- E. Steel Bar Mats: ASTM A 184, fabricated from ASTM A 615, Grade 60, deformed bars, assembled with clips.
- F. Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 116.

2.3 PRESTRESSING TENDONS

- A. No Prestressing or post tensions of precast components shall be allowed

2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type III, gray, unless otherwise indicated.
 - 1. For surfaces exposed to view in finished structure, mix gray with white cement, of same type, brand, and mill source.
- B. Supplementary Cementitious Materials:
 - 1. Fly Ash: ASTM C 618, Class C or F, with maximum loss on ignition of 3 percent.
 - 2. Metakaolin Admixture: ASTM C 618, Class N.
 - 3. Silica Fume Admixture: ASTM C 1240, with optional chemical and physical requirement.
 - 4. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- C. Normal-Weight Aggregates: Except as modified by PCI MNL 116, ASTM C 33, with coarse aggregates. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.

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- D. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 116.
- E. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.
 - 1. Water-Reducing Admixtures: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
 - 5. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 6. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 7. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M.
- G. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

2.5 STEEL CONNECTION MATERIALS

- A. Carbon-Steel Shapes and Plates: ASTM A 36.
- B. Carbon-Steel-Headed Studs: ASTM A 108, AISI 1018 through AISI 1020, cold finished, AWS D1.1/D1.1M, Type A or B, with arc shields and with minimum mechanical properties of PCI MNL 116.
- C. Carbon-Steel Plate: ASTM A 283.
- D. Malleable-Iron Castings: ASTM A 47.
- E. Carbon-Steel Castings: ASTM A 27, Grade 60.
- F. High-Strength, Low-Alloy Structural Steel: ASTM A 572.
- G. Carbon-Steel Bolts and Studs: ASTM A 307, Grade A; carbon-steel, hex-head bolts and studs; carbon-steel nuts, ASTM A 563; and flat, unhardened steel washers, ASTM F 844.
- H. High-Strength Bolts and Nuts: ASTM A 325 or ASTM A 490, Type 1, heavy hex steel structural bolts; heavy hex carbon-steel nuts, ASTM A 563; and hardened carbon-steel washers, ASTM F 436.
 - 1. Do not zinc coat ASTM A 490 bolts.
- I. Zinc-Coated Finish: For exterior steel items and items indicated for galvanizing, apply zinc coating by hot-dip process according to ASTM A 123 or ASTM A 153.

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1. For steel shapes, plates, and tubing to be galvanized, limit silicon content of steel to less than 0.03 percent or to between 0.15 and 0.25 percent or limit sum of silicon and 2.5 times phosphorous content to 0.09 percent.
 2. Galvanizing Repair Paint: High-zinc-dust-content paint with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035B or SSPC-Paint 20.
- J. Welding Electrodes: Comply with AWS standards.
- K. Precast Accessories: Provide clips, hangers, plastic or steel shims, and other accessories required to install precast structural concrete units.

2.6 BEARING PADS

- A. Provide one of the following bearing pads for precast structural concrete units[as recommended by precast fabricator for application]:
1. Elastomeric Pads: AASHTO M 251, plain, vulcanized, 100 percent polychloroprene (neoprene) elastomer, molded to size or cut from a molded sheet, 50 to 70 Shore, Type A durometer hardness, ASTM D 2240; minimum tensile strength 2250 psi (15.5 MPa), ASTM D 412.
 2. Random-Oriented, Fiber-Reinforced Elastomeric Pads: Preformed, randomly oriented synthetic fibers set in elastomer. 70 to 90 Shore, Type A durometer hardness, ASTM D 2240; capable of supporting a compressive stress of 3000 psi (20.7 MPa) with no cracking, splitting, or delaminating in the internal portions of pad. Test 1 specimen for every 200 pads used in Project.
 3. Cotton-Duck-Fabric-Reinforced Elastomeric Pads: Preformed, horizontally layered cotton-duck fabric bonded to an elastomer; 80 to 100 Shore, Type A durometer hardness, ASTM D 2240; complying with AASHTO's "AASHTO Load and Resistance Factor Design (LRFD) Bridge Specifications," Division II, Section 18.10.2; or with MIL-C-882E.
 4. Frictionless Pads: Tetrafluoroethylene, glass-fiber reinforced, bonded to stainless- or mild-steel plate, of type required for in-service stress.
 5. High-Density Plastic: Multimonomer, nonleaching, plastic strip.

2.7 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C 150, Type I, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- B. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, Grade A for drypack and Grades B and C for flowable grout and of consistency suitable for application within a 30-minute working time.
- C. Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C 881/C 881M, of type, grade, and class to suit requirements.

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1. Dry-grout mixture, factory prepared, of portland cement, graded aggregate, and dry, redispersible, ethylene-vinyl-acetate additive for mixing with water; uniformly colored.
2. Commercial portland cement grout, factory prepared, with liquid styrene-butadiene rubber or acrylic-resin latex additive; uniformly colored.

2.8 CONCRETE MIXTURES

- A. Prepare design mixtures for each type of precast concrete required.
 1. Limit use of fly ash to 25 percent replacement of portland cement by weight and granulated blast-furnace slag to 40 percent of portland cement by weight; metakaolin and silica fume to 10 percent of portland cement by weight.
- B. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at precast structural concrete fabricator's option.
- C. Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by ACI 318 or PCI MNL 116 when tested according to ASTM C 1218.
- D. Normal-Weight Concrete Mixtures: Proportion by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
 1. Compressive Strength (28 Days): 5000 psi.
 2. Maximum Water-Cementitious Materials Ratio: 0.45.
- E. Water Absorption: 6 percent by weight or 14 percent by volume, tested according to PCI MNL 116.
- F. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 116.
- G. When included in design mixtures, add other admixtures to concrete mixtures according to manufacturer's written instructions.
- H. Concrete Mix Adjustments: Concrete mix design adjustments may be proposed if characteristics of materials, Project conditions, weather, test results, or other circumstances warrant.

2.9 BUILDING PRODUCTS

- A. Penetrating Sealer for Concrete Walls: Non-toxic, breathable, clear penetrating sealer intended for 2 coat application, leaving no visible surface residue, color or gloss after curing. Acceptable Products:
 1. Airdox 40 by Anti Hydro International, Inc., Newark, NJ
 2. Klereseal 940-S by Pecora Corporation, Harleysville, PA
 3. Masterseal SL 40 by Master Builders, Inc., Streetsboro, OH
 4. Sil-act ATS 100 by Advanced Chemical Technologies, Oklahoma City, OK

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2.10 MOLD FABRICATION

- A. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature changes. Coat contact surfaces of molds with release agent before reinforcement is placed. Avoid contamination of reinforcement by release agent.
 - 1. Place form liners accurately to provide finished surface texture indicated. Provide solid backing and supports to maintain stability of liners during concrete placement. Coat form liner with form-release agent.
- B. Maintain molds to provide completed precast structural concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.
 - 1. Form joints are not permitted on faces exposed to view in the finished work.
 - 2. Edge and Corner Treatment: Uniformly chamfered.

2.11 FABRICATION

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
 - 1. Weld-headed studs and deformed bar anchors used for anchorage according to AWS D1.1/D1.1M and AWS C5.4, "Recommended Practices for Stud Welding."
- B. Furnish loose hardware items including steel plates, clip angles, seat angles, anchors, dowels, cramps, hangers, and other hardware shapes for securing precast structural concrete units to supporting and adjacent construction.
- C. Reinforcement: Comply with recommendations in PCI MNL 116 for fabricating, placing, and supporting reinforcement.
 - 1. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete. When damage to epoxy-coated reinforcement exceeds limits specified, repair with patching material compatible with coating material and epoxy coat bar ends after cutting.
 - 2. Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
 - 3. Place reinforcement to maintain at least 3/4-inch minimum coverage. Increase cover requirements according to ACI 318 when units are exposed to corrosive environment or severe exposure conditions. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
 - 4. Place reinforcing steel strand to maintain at least 3/4-inch minimum concrete cover. Increase cover requirements for reinforcing steel to 1-1/2 inches when units are exposed to corrosive environment or severe exposure conditions. Arrange, space, and securely tie

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- bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh spacing and wire tie laps, where required by design. Offset laps of adjoining widths to prevent continuous laps in either direction.
- D. Reinforce precast structural concrete units to resist handling, transportation, and erection stresses.
 - E. Comply with requirements in PCI MNL 116 and in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
 - F. Place face mixture to a minimum thickness after consolidation of the greater of 1 inch or 1.5 times the maximum aggregate size, but not less than the minimum reinforcing cover specified.
 - G. Place concrete in a continuous operation to prevent seams or planes of weakness from forming in precast concrete units.
 1. Place backup concrete mixture to ensure bond with face-mixture concrete.
 - H. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air on surfaces. Use equipment and procedures complying with PCI MNL 116.
 1. Place self-consolidating concrete without vibration according to PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast Concrete Institute Member Plants."
 - I. Comply with ACI 306.1 procedures for cold-weather concrete placement.
 - J. Comply with PCI MNL 116 procedures for hot-weather concrete placement.
 - K. Identify pickup points of precast structural concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each precast structural concrete unit on a surface that will not show in finished structure.
 - L. Cure concrete, according to requirements in PCI MNL 116, by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.
 - M. Discard and replace precast structural concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs meet requirements in PCI MNL 116 and meet Architect's approval.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine supporting structural frame or foundation and conditions for compliance with requirements for installation tolerances, true and level bearing surfaces, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Do not install precast concrete units until supporting, cast-in-place, building structural framing has attained minimum allowable design compressive strength or until supporting steel or other structure is complete.

3.2 INSTALLATION

- A. Install clips, hangers, bearing pads, and other accessories required for connecting precast structural concrete units to supporting members and backup materials.
- B. Erect precast structural concrete level, plumb, and square within specified allowable tolerances. Provide temporary structural framing, supports, and bracing as required to maintain position, stability, and alignment of units until permanent connection.
 - 1. Install temporary steel or plastic spacing shims or bearing pads as precast structural concrete units are being erected. Tack weld steel shims to each other to prevent shims from separating.
 - 2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
 - 3. Remove projecting lifting devices and grout fill voids within recessed lifting devices flush with surface of adjacent precast surfaces when recess is exposed.
 - 4. For hollow-core slab voids used as electrical raceways or mechanical ducts, align voids between units and tape butt joint at end of slabs.
- C. Connect precast structural concrete units in position by bolting, welding, grouting, or as otherwise indicated on Shop Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.
 - 1. Do not permit connections to disrupt continuity of roof flashing.
- D. Field cutting of precast units is not permitted without approval of the Architect.
- E. Welding: Comply with applicable AWS D1.1/D1.1M and AWS D1.4 for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.
 - 1. Protect precast structural concrete units and bearing pads from damage by field welding or cutting operations, and provide noncombustible shields as required.
 - 2. Clean weld-affected steel surfaces with chipping hammer followed by brushing, and apply a minimum 4.0-mil thick coat of galvanized repair paint to galvanized surfaces according to ASTM A 780.

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3. Clean weld-affected steel surfaces with chipping hammer followed by brushing, and reprime damaged painted surfaces.
 4. Remove, reweld, or repair incomplete and defective welds.
- F. At bolted connections, use lock washers, tack welding, or other approved means to prevent loosening of nuts after final adjustment.
1. Where slotted connections are used, verify bolt position and tightness. For sliding connections, properly secure bolt but allow bolt to move within connection slot. For friction connections, apply specified bolt torque and check 25 percent of bolts at random by calibrated torque wrench.
- G. Grouting: Grout connections and joints and open spaces at keyways, connections, and joints where required or indicated on Shop Drawings. Retain grout in place until hard enough to support itself. Pack spaces with stiff grout material, tamping until voids are completely filled.
1. Place grout to finish smooth, level, and plumb with adjacent concrete surfaces.
 2. Fill joints completely without seepage to other surfaces.
 3. Trowel top of grout joints on roofs smooth and uniform. Finish transitions between different surface levels not steeper than 1 to 12.
 4. Place grout end cap or dam in voids at ends of hollow-core slabs.
 5. Promptly remove grout material from exposed surfaces before it affects finishes or hardens.
 6. Keep grouted joints damp for not less than 24 hours after initial set.

3.3 ERECTION TOLERANCES

- A. Erect precast structural concrete units level, plumb, square, true, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 135.
- B. Minimize variations between adjacent slab members by jacking, loading, or other method recommended by fabricator and approved by Architect.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: [Owner will engage] a qualified special inspector to perform the following special inspections:
 1. Erection of precast structural concrete members.
- B. Testing Agency: [Owner will engage] a qualified testing agency to perform tests and inspections.
- C. Field welds will be visually inspected and nondestructive tested according to ASTM E 165 or ASTM E 709. High-strength bolted connections will be subject to inspections.
- D. Testing agency will report test results promptly and in writing to Contractor and Architect.
- E. Repair or remove and replace work where tests and inspections indicate that it does not comply with specified requirements.

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- F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- G. Prepare test and inspection reports.

3.5 REPAIRS

- A. Repair precast structural concrete units if permitted by Architect.
 - 1. Repairs may be permitted if structural adequacy, serviceability, durability, and appearance of units has not been impaired.
- B. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780.
- C. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- D. Remove and replace damaged precast structural concrete units that cannot be repaired or when repairs do not comply with requirements as determined by Architect.

3.6 CLEANING

- A. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.
- B. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.
 - 1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's written recommendations. Clean soiled precast concrete surfaces with detergent and water, using stiff fiber brushes and sponges, and rinse with clean water. Protect other work from staining or damage due to cleaning operations.
 - 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION 03410

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SECTION 03420 – FOUNDATION-WALL SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes foundation and wall system, designed specifically to support tension membrane structures used for the bulk storage of road de-icing salt, that consist of integrated sets of mutually dependent components including, but not limited to, cast-in-place footings, structural precast wall panels, lateral supports, lintel beam components, including all necessary anchorage components and accessories.
- B. Furnish all labor, materials, equipment and incidentals to design and install a foundation / wall system consisting of both cast-in-place and precast concrete elements, including earthwork, for a 60 feet wide by 80 feet long salt storage building and tension membrane structure (see drawings).
- C. Related Sections include the following:
 - 1. Section 03300 - Cast-In-Place Concrete
 - 2. Section 03410 - Precast Concrete Structures
 - 3. Section 04010 - Fabric Membrane Cover and Structure

1.3 SYSTEM DESCRIPTION

- A. General: Provide a complete, integrated foundation and wall system consisting of mutually dependent components and assemblies that support the specified tension membrane structure and associated salt stockpile. System must be capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water through the structure. Include foundation and wall system, and accessories complying with requirements indicated.
- B. Foundations:
 - 1. Cast-in-place concrete footings, designed to support building, walls and stockpile.
- C. Wall System:
 - 1. Plant pre-cast concrete components, consisting of;
 - a. Wall panels, designed to retain salt stockpile with wall face sloped to inside of building. Salt based on 80 lbs./sq. ft, sand based on 100 lbs./sq. ft.

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- b. Lateral supports, designed to support wall panels, stockpile and transfer building loads to the foundations.
- c. Lintel beams, designed to tie the wall system together, anchor building and transfer building loads to the lateral supports. Top of wall/lintel to be a minimum of 16 inches wide to support structure.

1.4 SYSTEM PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide foundation system capable of withstanding the effects of salt stockpile loads, tension membrane building reactions, and existing site conditions following the conditions indicated:
 - 1. Engineer a complete foundation / wall system according to the project requirements. Design precast structural concrete, cast-in-place structural concrete, anchors and structural connection including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated and in accordance with the current Building Code of New York State.
 - 2. Foundation / wall elements and connections shall be designed for corrosive environment (salt storage) and to support building reactions as provided by the building Manufacturer plus any additional loads including self-weight and any internal or external lateral forces from material storage and active soil pressure. Building design reactions shall include roof live and snow loads, dead loads, wind, and seismic loads, and collateral loads. Foundation system shall be designed to accommodate site specific tension membrane building anchorage requirements
 - 3. Tension Membrane Building Reactions: As per site specific building reactions developed by the building Manufacturer and shown on the Issued for Construction structural plans. Reactions shall be supported by a complete structural calculations package signed and sealed by the qualified professional engineer responsible for their preparation and registered in the State of New York. Reactions shall be given in both ASD and LRFD format.
 - 4. Foundation system walls shall be a minimum of 9.5 feet high, above finished grade and the interior face shall be sloped at a minimum of 104 degrees.
 - 5. Design Loads:
 - a. As required by ASCE 7-10, Minimum Design Loads for Buildings and Other Structures
 - b. As required by AISC, Steel Construction Manual 14th Edition.
 - c. As required by ACI 318-14, Building Code Requirements for Structural Concrete
 - 6. Salt Stockpile Loads:
 - a. Moist Unit Weight of Retained Sand/Salt: 110 pounds per cubic foot
 - b. Internal Friction Angle of Retained Salt: 32 degrees
 - c. Active Earth Pressure Coefficient (K_a) = 0.848,
 - d. Calculate lateral force with salt stockpile extending to the top of the proposed wall structure.

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7. Geotechnical Parameters: Refer to Geotechnical Report for earthwork and foundation design parameters.
 - a. Minimum factors of Safety against foundation sliding, overturning and uplift: 1.5
8. Equipment Loads: Include dynamic live loads, such as those generated by equipment impact and materials-handling equipment. Calculations shall consider a wheeled loader with gross weight of 40,000lbs.
 - a. In accordance with NYS DOT, a minimum horizontal impact load of 250 lb/ft acting at 7 feet above the structure's floor.
9. Load Combinations: Design foundation / wall system to withstand the most critical effects of load factors and load combinations as required by ASCE 7-10, Minimum Design Loads for Buildings and Other Structures.

1.5 SUBMITTALS

- A. Qualification Data: Submit documentation supporting that the experience of the proposed Contractor, Installer, Manufacturer, and Professional Engineer meets or exceed the minimum qualifications included in **Section 1.6**.
- B. Engineers Calculations Package:
 1. For the foundation / wall system submit complete design documents and a detailed calculations package that covers every element of the foundation / wall system and show the design complies with performance requirements and design criteria. Package to be submitted to the Owner for review and approval and shall include all supporting engineering calculation and analysis commentary for a third party Engineer to easily review. Package shall be signed and sealed by the qualified professional engineer responsible for their preparation.
 2. Submit Professional Liability Insurance policy in accordance with the minimum requirements for the Town of Newcomb, per General Conditions of the Project Manual.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections may specify additional requirements.
- B. Contractor Qualifications: A firm that has successfully completed a minimum of (15) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction
- C. Installer Qualifications: A firm or individual experienced in constructing, installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction of a minimum of (15) previous projects similar in size and scope to this Project and resulted in successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing of plant precast concrete products or systems similar to those indicated for this Project and with a record of successful in-

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service performance, consisting of a minimum (25) previous projects, in the past (10) years, as well as sufficient production capacity to produce required units.

- E. Professional Engineer Qualifications: A professional Engineer who is legally qualified to practice in jurisdiction where the Project is located and who has a minimum of (10) years experience designing and engineering foundation / wall systems specifically for tension membrane structures. Additionally, Engineer shall have successfully completed a minimum of (10) projects similar in building type, size, salt stockpile height and precast elements.

END OF SECTION 03420

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SECTION 04010 - FABRIC MEMBRANE COVER AND STRUCTURE

PART 1 - General

1.1 INTENT OF SPECIFICATION

- 1.1.1 This specification covers the design, manufacture, shipping, handling and erection of a prefabricated membrane covered structure.
- 1.1.2 The specification as heretofore set forth is general in nature and scope and shall not be construed as to limit the work other than the requirement that the new re-locatable building shall match the specification in materials, appearance, configuration and details.
- 1.1.3 It is the intent of this specification that the bidder shall include all labor, materials, equipment services and transportation to locate the building on the site designated with all other work.
- 1.1.4 Buildings shall be complete and operating and shall include all exterior and interior materials and systems as shown or indicated in contract documents.
- 1.1.5 All workmen shall be skilled and qualified for the work that they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified. The contractor shall certify that no asbestos containing building materials that exceed Federal mandated safe asbestos levels have been used in the construction of the membrane-covered structure.
- 1.1.6 Work shall be performed as necessary and required for the construction of the project as indicated. Such work includes the supply and installation of a membrane-covered structure complete with exterior and interior finishes. The building shall be as dimensioned with all features and quantities as per specification.

1.2 APPROVAL OF PLANS

- 1.2.1 Upon award of this contract, The Contractor shall furnish detailed drawings for all structural work stamped by an engineer certified by the State of New York to verify compliance to local building code. Site specific calculation packages will be provided upon request of the customer (Additional Fees will apply).
- 1.2.2 All work to be performed under the conditions of this specification shall comply with the rules and regulations of all agencies having jurisdiction for this classification of construction and design and shall conform to the applicable live loads due to wind, rain and snow.
- 1.2.3 Building supplier must provide written certification that they have been in the steel tension membrane building business for 10 years or more under the same name.
- 1.2.4 Duration of the Building supplier warranty must not exceed their number of years of business under the same name.
- 1.2.5 Building supplier must provide written references with contact information for at least five salt sheds currently in operation local to this location and of the same square footage.
- 1.2.6 Complete, current, and extensive set of site-specific calculations for the entire structure including but not limited to the following:

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- a. Certification that the proposed structure meets all requirements of the New York State Uniform Fire Prevention and Building Code including provisions for drifting and unbalanced snow load, according to ASCE 7-10 - Minimum Design Loads for Buildings and other Structures. This is a pre-award submittal; refer to Section 002217 Supplementary Instructions to Bidders - Condition of Award.
- b. Certification that the proposed structure will hold the salt capacity required by the contract documents. This is a pre-award submittal; refer to Section 002217; Supplementary Instructions to Bidders - Condition of Award.
- c. Design loads and load combinations
- d. Foundation design and loads including proposed structures allowable differential settlement
- e. Finite element analysis of any proposed thin shelled structure, any structure that relies on stressed skinned panels to resist lateral loads or any non-conventionally framed structure
- f. Lateral load resisting system calculations showing path of all loads from the roof to the footings
- g. Unbalanced horizontal load of partial sand and salt pile on base wall.

1.3 WORKMANSHIP

- 1.3.1 The workmanship of all materials and components of the structure shall be commensurate with the functional requirements of the item.
- 1.3.2 Building prefabrication shall be performed under factory conditions in a plant specifically arranged for this type of work. Contractor shall provide adequate space, equipment, personnel, and technical ability to coordinate the assembly and factory prefabrication of all major components of the work and all necessary operations in the packing, shipping and installation procedures. No fabrication shall be done until the materials have been tested and approved.
- 1.3.3 Welding: Welding shall be employed only when specified in the original design. As per Section 1704.2 of IBC, the truss fabricator must be an Approved Welding Fabricator to AWS B5.17 and QC17. Successful bidder MUST supply AWS certificate of approval.
- 1.3.4 On Site Welding: If welding is required on site, no welding shall be started until the AWS welding inspector has inspected and approved the materials, joint preparation, equipment and the qualifications of the welders. Welders doing unsatisfactory work will be removed and required to pass qualification tests again before returning to work.
- 1.3.5 Manufacturer: The structure supplier shall be a reputable manufacturer, that shall have at least 10 years direct experience in the design, manufacture and installation of structures of the type specified herein; shall operate according to a comprehensive quality system and shall provide three references with structures in use for at least five years which are clear span and each must enclose an area in excess of the square footage as stated in section 1.2.4.

1.4 DIMENSIONS

SEE CONSTRUCTION DRAWINGS

1.5 SCOPE OF WORK

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- 1.5.1 Rigid steel frame supporting membrane covered roof and wall structure of the type described herein:
 - a. The structure must provide a minimum height above the foundation in accordance with the construction drawings.
 - b. Flat gable ends with 4' x 4' passive vents in accordance with the construction drawings. Ventilation openings shall be located at or near the highest and lowest point of the roof providing a ratio of one square inch of free air area for each 55 square feet of structure floor area. Each ventilation opening shall be weatherproof.
 - c. Soffit vent system at top of foundation wall in accordance with construction drawings.
 - d. Termination of Fabric to Concrete Wall System
- 1.5.2 Foundation / Wall System and Anchors-Bolt Connections must be engineered using Hilti Stainless Steel products
- 1.5.3 Site Work (by others)
- 1.5.4 Delivery to Site
- 1.5.5 Complete Structure & Accessory Installation

PART 2

2.1 GENERAL DESIGN REQUIREMENTS

- 2.1.1 Scope
 - 1. The membrane shall be tensioned over the framework. The structure shall be rectangular in shape with vertical gable end walls. The interior of the structure below the main trusses shall be clear span free of any structural support members and shall provide unobstructed floor space. No exterior purlins, guy ropes or cables shall be used for anchoring the structure.
 - 2. The structure shall include accessories to the extent shown on the project drawings required for the scope and intended use for:
 - a. Overhead doorways
 - b. Ventilation systems.
 - c. Other structure accessories
- 2.1.2 Design Requirements - Structural Frame
 - 1. Roof and Wall Surfaces: To provide for maximum compatibility with standard door, window, ventilation and other accessory and cladding systems, the structure shall be designed such that gable surfaces form flat planes.
 - 2. Purlin Spacing: To provide for structural stability and to provide for installation of accessory items, the main structural trusses shall be laterally braced by load bearing purlins at intervals required by the truss design. Purlins must be Hot Dipped Galvanized post fabrication.

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3. Wind and Frame Bracing: The structure shall be appropriately stabilized with wind bracing cable as well as any required secondary node restraint assemblies so as to efficiently transfer wind, snow and seismic induced stresses to the foundation/anchoring system. Cable diameter for main wind bracing shall be a minimum of 3/16" diameter and larger if so required. The end bays of the structure shall be designed to be X - braced early during installation to allow for permanent stability of the frame during installation.
4. Connecting Joints: Connections between structural elements shall be designed so as to transfer the compressive and tensile forces present in a given joint. A minimum of Grade 5 bolts shall be used at each truss chord joint. Primary axial steel, secondary purlins, and end wall frame connections shall be made with a minimum of Grade 5 hex bolts, carriage bolts and self drilling screws.
5. Mechanical Equipment Interface: The main structural roof trusses shall allow for installation of electrical and mechanical equipment based on collateral loads as defined in section 2.2.2. Likewise, the structure shall accept penetrations through the membrane for access doors and mechanical services with minimal modification.
6. Ancillary Systems: The structure shall be designed such that it can be readily retrofitted with insulation systems and other ancillary systems such as lighting, sprinklers, HVAC, provided collateral load factors are taken into account.
7. Alternative Cladding materials: The structure shall be designed such that alternative covering materials such as metal wall cladding can be added with minimal modification, if required (provided collateral load factors are taken into account).
8. Shipping: The main structural trusses shall be standard planar-style trusses which nest tightly together in order to minimize shipping and storage volume.

2.1.3 Design Requirements - Membrane Cladding System

1. Membrane: The roof membrane shall form a weather tight shell over the structural frame. In order to provide for a good finished appearance and to insure weather tightness, the membrane shall be assembled and tensioned, in a manner to minimize wrinkles in hot and cold temperatures.
2. The gable wall membrane cladding shall be manufactured and connected to form one piece to the adjacent end wall and roof cladding.
3. Roof membrane horizontal stretch shall be maintained with horizontal purlins requiring no ongoing maintenance. Vertical stretch shall be maintained with a winch lock system requiring minimal ongoing maintenance.
4. Each bay shall have an individual fabric panel attached to each truss via a keder system. The keder system must include a vinyl cap to seal all extrusion.
5. Base Tensioning System: The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure

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perimeter. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has remaining range of adjustment.

6. Membrane Seal at Openings and Base: The Dealer supplying the structure will provide all materials and methods necessary to fully tension and seal the membrane material around all door, ventilation and other openings as well as around the structure perimeter below the main tensioning system. This seal shall provide a neat and finished appearance and eliminate any loose membrane cladding that could otherwise be damaged by flapping or abrasion.
7. The membrane shall not be designed to function as a structural member such that, should any damage to or penetrations of the membrane occur, the integrity of the structural framework shall not be affected.
8. The Contractor shall provide drawings and calculations acceptable to the Architect/Engineer of Record, meeting the provisions of the applicable State Building Code. The Contractor shall bear all costs for production of drawings and associated structural calculations. Contractor shall make all revisions and corrections to those documents required for approval and shall resubmit as required to obtain approvals.
9. Successful bidders shall make all required changes or corrections and will deliver to the Owner's Architect all approved drawings and reactions.

2.2 ENGINEERED DESIGN CRITERIA

- 2.2.1 The structure shall be designed using methodology as per the ASCE 7 standard referenced from the applicable building code. Primary and secondary framing shall comply with current issues of AISC, AISI, NEMA and ASTM specifications, as applicable. Structural members shall be designed using Allowable Stress Design (ASD) or Load Resistance Factored Design (LRFD) for the design loads given below. Appropriate safety factors to yield and ultimate shall be maintained. Wind load factors and coefficients used in design of structural members must be in accordance with the applicable ASCE 7 guidelines. An appropriately justified analysis method which considers both the large displacement geometric and material nonlinearities of the fabric cladding shall be used in determination of the load effects on all supporting elements. Upon request use of the methodology must be proven by providing a detailed calculation package. The use of Metal Building Software (MBS) is not acceptable for the aforementioned analysis.
- 2.2.2 Snow Loads: The structure shall be designed based upon a minimum ground snow load for Newcomb NY in accordance with NYS Building Code (80 PSF), including unbalanced snow loading conditions.
- 2.2.3 Wind Loads: The structure shall be capable of withstanding a basic wind speed (3-second gust) 90 mph, from any direction in accordance with NYS Building code The design wind pressure shall be based on an exposure category of C and appropriate wind load factors and

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coefficients in accordance with the applicable referenced ASCE 7 guidelines. In no event shall the wind load used in the design of the main wind force resisting system be less than 10 pounds per square foot multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction (or as prescribed by the applicable building code).

- 2.2.4 Rainfall: The structure shall be capable of withstanding the effects of rainfall up to 4 inches per hour for at least 2 hours.
- 2.2.5 Deflection: For safety of specified or future suspended accessories, the maximum allowable deflection of structural members shall be no more than 1/180 of the clear span of that member when subjected to the design loads described herein.
- 2.2.6 Design Loads: The design shall be based as a minimum on the following design loads. Each member shall be designed to withstand stresses resulting from combinations of design loads that produce maximum percentage of actual to allowable stress in that member as per referenced ASCE 7 standard from applicable building code.

D= Dead Load + Collateral Load

S= Symmetrical Snow or Live Load (Balanced or Unbalanced)

Ws = Wind with internal suction

Wp = Wind with internal pressure

E = Earthquake

2.3 OPERATION AND USE

- 2.3.1 The main structural frame and cover shall be warranted to provide a minimum 15-year operational use period with appropriate inspection and maintenance.
- 2.3.2 The structure shall be capable of being assembled, operated, and dismantled in all ambient temperatures between -20°F and 120°F.

2.4 MATERIALS

- 2.4.1 All materials used in the structure shall be new, without defects and free of repairs. The quality of the materials used shall be such that the structure is in conformance with the performance requirements as specified herein.
- 2.4.2 Cladding Membrane: The structure shall be clad with a coated polyolefin fabric manufactured by an approved and reputable supplier with demonstrated long-term performance. The polyolefin membrane fabric shall be waterproof and free from defects. All roofs, walls, end walls and connecting sections shall be weather tight. The material will be selected from the manufacturer's standard colors for the sidewalls and roof panels. The material scrim and coating must be UV stabilized, and must carry a minimum fifteen-year manufacturer's warranty and have a minimum life expectancy of 15 years. The minimum fabric specification is as follows:

Unit Weight	oz/yd2	12.1		ASTM D3776
Warp Construction	Tapes/in	16	Warp	ASTM D3775
		16	Weft	
1" Tensile Strength	lbf/inch	260	Warp	ASTM D4851

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		255	Weft	
				ASTM
Tear Strength	lbf	81	Warp	D4533/D4851
	lbf	78	Weft	
Coating Thickness	mil	3.5		ASTM D1777 Mod
Coating Adhesion	lbf	5		ASTM D4851
Modulus of Elasticity	lbf/ft	25.4		ASTM D4851
	lbf/ft	20.6		
Mullen Burst Strength	psi	661		ASTM D751
Low Temperature	-40	PASS		ASTM D2136
Flammability		Class A		ASTM E84-94
Light Transmission	%	16		
Thickness	mil	24		Caliper

Acceptable membrane suppliers include: Fabrene, Intertape and Hagihara. The membrane manufacturer must demonstrate a minimum of five years successful field experience with provision of polyolefin membrane cladding in use on similar or larger size structures of the type contemplated in this specification.

- 2.4.3 Metal: The main structure shall consist of a welded truss arches with parallel tube chords separated apart by webbing. A minimum of 3" of weld shall join the webb to the cord at each location. The webb shall be an open section to allow access to all surface areas for hot dip galvanization. Continuous tubular webbing is not acceptable.
- 2.4.4 Truss sections are manufactured and post dip galvanized to insure proper protection on the inside as well as the external surfaces of the truss sections. All sections must be post dipped galvanized post fabrication to a minimum of CSA G-164 / ASTM A123-15. Truss will be manufactured of a cold-formed and induction welded modified grade carbon steel, providing a finished tubular product with exceptional mechanical and corrosion resistant properties. Purlins must be hot dipped galvanized.
- 2.4.5 Tolerances: All dimensional tubing tolerances are in accordance with ASTM A500, Section 10.
- 2.4.6 Tubing shall be manufactured using steel conforming to ASTM A568, ASTM A1011 and G40.21 350W. Finished steel tubing used in the structure must have minimum structural and mechanical properties based on standard ASTM A500.
- 2.4.7 All steel flat bar, cross rods and other steel components shall be fabricated from hot dipped galvanized material, meet the stated standards and have minimum structural and mechanical properties based on standard CSA G40.20/40.21-44W or ASTM A572 Grade C
- 2.4.8 Corrosion Protection: as per 2.4.3 all Metal sections shall be hot dipped galvanized to a minimum of CSA G-164 / ASTM A123-15. This allows for maximum protection on all welded surfaces including the interior sections.
- 2.4.9 Hardware:

TOWN OF NEWCOMB SALT STORAGE STRUCTURE

1. Bolts: Bolts subject to extreme stress and wear shall be structural bolts of Grade 5 and plated / galvanized that has been upgraded with a corrosion resistant topcoat finish. All bolts shall be installed and securely torqued so as to prevent change in tightness. Those subject to removal or adjustment shall not be swaged, peened, staked or otherwise installed.
 2. Membrane Tensioning Hardware: The fabric membrane shall be tensioned with load rated hardware which is plated/hot dip galvanized so as to prevent corrosion. Hardware shall allow full and free rotation at the foundation connection to avoid fatigue failure of threaded assemblies.
 3. Membrane Tensioning Webbing: The membrane shall be tensioned with load-tested tie-downs.
 4. Cable Assemblies: Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves. The cables are manufactured using preformed 7-19 stainless steel cables, sized with appropriate safety factors.

3/16" dia.	=	4,200 lbs.
1/4" dia.	=	7,000 lbs.
5/16" dia.	=	9,800 lbs.
3/8" dia.	=	14,400 lbs.
1/2" dia.	=	22,800 lbs
 5. Other Fasteners: Non-structural fasteners such as wood screws, Tek screws, etc., shall be of standard commercial quality
 6. Exterior Trim: The aluminum alloy used in the extrusion shall meet or exceed 6063-T6.
-
- 2.4.10 Piece marking and Identification: All individual parts or bundles and packages of identical parts are to be clearly marked for identification. Bolts, nuts, washers and fasteners shall be packaged according to type, size and length. Shipping documentation shall include a list showing the description, quantity and piece mark of the various parts, components and elements.
 - 2.4.11 Material Delivery: The building system materials shall be delivered to the project site during normal working hours on weekdays. Installation contractor will provide adequate workmen and equipment to promptly unload, inspect and accept material delivery.
 - 2.4.12 Handling: The installation contractor shall be responsible for unloading, field storage, protection and transfer to the work area of all materials and equipment required to perform the work. At no time shall materials be dropped, thrown or dragged over the transport equipment or the ground. Damage to any piece under its own or superimposed weight shall be cause for repair or replacement.
 - 2.4.13 Short, Damaged or Excess Materials: Installation contractor shall inspect, count and verify quantities based on the shipping documents.

2.5 PRODUCT MANUFACTURER

TOWN OF NEWCOMB
SALT STORAGE STRUCTURE

2.5.1 The following manufacturer is preapproved and meets or exceeds this Specification:

1. Calhoun Super Structures
3702 Bruce Road #10
Tara, Ontario N0H 2N0
Ph: 1-800-264-3994

PART 3

3.1 REFERENCES AND STANDARDS

3.1.1 The following publications are for the standards listed below but referred to within the document by basic letter designation only. They form a part of this specification to the extent referenced thereto:

a. American Institute of Steel Construction (AISC):

- | | |
|---------|--|
| S326-78 | Design, Fabrication and Erection of Structural Steel Buildings |
| S329-85 | Structural Joints Using ASTM A325 or A490 Bolts. |

b. American Iron and Steel Institute (AISI)

- | | |
|-----------|---|
| SG 503-76 | The Design of Fabrication of Cold-Formed Steel Structures |
|-----------|---|

c. American Society for Testing and Materials (ASTM):

- | | |
|----------------|--|
| A 36-89 | Structural Steel |
| A 123 A-89 | Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products |
| A 307-89 | Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength |
| A 325-89 | High-Strength Bolts for Structural Steel Joints |
| A 500 A-90 | Standard Specification for Cold Formed Welded And Seamless Carbon Steel Structural Tubing in Rounds and Shapes |
| A 563 Rev A-89 | Carbon and Alloy Steel Nuts |
| A 687-89 | High-Strength Non-Headed Steel Bolts and Studs. |

d. American Society of Civil Engineers (ASCE) Minimum Design Loads for Building and Other Structures. Latest edition as required by State Code.

- | | |
|-----------|-------------------------------------|
| ASCE 7-02 | American Society of Civil Engineers |
| ASCE 7-05 | American Society of Civil Engineers |
| ASCE 7-08 | American Society of Civil Engineers |
| ASCE 7-10 | |

e. American Welding Society (AWS)

- | | |
|-----------|---|
| D1.1-2004 | Structural Welding Code-Steel |
| D1.3-98 | Structural Welding Code-steel sheet steel |

f. National Fire Protection Association

TOWN OF NEWCOMB
SALT STORAGE STRUCTURE

NFPA 701-89.1	Standard methods of Fire Tests for Flame Resistant Textiles and Films. Small and Large Scale Test.
NFPA 701-96	Standard methods of Fire Tests for Flame Resistant Textiles and Films. Test Method 1 and Test Method 2.

Attachment E – Signage

General Conditions - Acknowledgment of Funding Source

Communications to the Public

The Department will require that grant recipients acknowledge in any communication to the public that funding was provided from the Environmental Protection Fund and include the following:

- Source of Funding: NYS Environmental Protection Fund (EPF) administered by the New York State Department of Environmental Conservation (NYSDEC)
- Project Name and Project Sponsor

WQIP Signage Requirements

The Department will require project signs for projects meeting the following criteria:

- All Wastewater Treatment Improvement projects
- Nonpoint Source Abatement and Control and Aquatic Habitat Restoration grant awards totaling more than \$50,000.

All signs should be constructed in accordance with the specifications identified in Attachment 1.

The Department may, in its discretion, waive this requirement if the sign cannot be reasonably maintained, the sign is not consistent with other laws, or the location of the sign would not provide a public purpose.

The project sign should be maintained from the start of construction until 90 days after closeout of the project.

The cost of the project sign is a reimbursable project cost and should be included in the materials category for the project budget.



Department of Environmental Conservation

ENVIRONMENTAL PROTECTION FUND
Water Quality Improvement Project

PROJECT NAME
LOCAL PROJECT SPONSOR



Contractor's Application for Payment No. _____

	Application Period:	Start Finish		Application Date:	
To (Owner):	From (Contractor):			Technical Reviewer: (Engineer):	
TOWN OF NEWCOMB	TBA			N/A	
Project:	Contract:			Funding Agency & Contact:	
SALT STORAGE SHED	P-0098-2017			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: 5px;"> Payment of: \$ _____ <div style="text-align: right; font-size: small;">(Line 8 or other - attach explanation of the other amount)</div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> is recommended by: _____ <div style="display: flex; justify-content: space-between; font-size: small;"> (Engineer) (Date) </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Payment of: \$ _____ <div style="text-align: right; font-size: small;">(Line 8 or other - attach explanation of the other amount)</div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> is approved by: _____ <div style="display: flex; justify-content: space-between; font-size: small;"> (Owner) (Date) </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Approved by: _____ <div style="display: flex; justify-content: space-between; font-size: small;"> Funding Agency (if applicable) (Date) </div> </div>	
By:		Date:	

Work Change Directive No.

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.
- ☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].

Contract Time	days	[increase] [decrease].
---------------	------	------------------------

Basis of estimated change in Contract Price:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Lump Sum | <input type="checkbox"/> Unit Price |
| <input type="checkbox"/> Cost of the Work | <input type="checkbox"/> Other |

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Title:

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Change Order No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Field Order No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification(s)

Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By:

Engineer (Authorized Signature)

By:

Contractor (Authorized Signature)

Title:

Title:

Date:

Date:

Copy to: Owner

APPENDIX G

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of **20%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

- (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. The Contractor shall request each employer Department, 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 employer Department, 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.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
 - e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of **0%** Minority Labor Force Participation, **0%** Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on

the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

- (1) For Waiver Requests Contractor should use Waiver Request Form.
- (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
 - (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be

accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: Division of Water Contract Liaison, Fiscal Planning and Management Section
New York State Department of Environmental Conservation
625 Broadway – 4th Floor
Albany, NY 12233-3506
518-402-8219

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Water, 625 Broadway 4th Floor, Albany, New York 12233-3508, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be

covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Water, 625 Broadway 4th Floor, Albany, NY 12233-3508, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery

coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

In addition, for Land Acquisition projects: The contractor will purchase a policy of title insurance in the amount equivalent to the purchase price of the land acquisition, issued by a Title Company licensed by the State of New York and in a form acceptable to the New York State Department of Environmental Conservation, naming the contractor as the insured party.

III. Local Share Requirements as applicable to each program set forth below in (A), (B) and (C):

- A. For Round 14 Non-agricultural Nonpoint Source Abatement and Control, Salt Storage, Land Acquisition for Source Water Protection, Aquatic Habitat Restoration, and Municipal Separate Storm Sewer System projects types, the Contractor must provide an eligible share of least twenty-five percent (25%) of approved project costs of up to the Contract Funding Amount identified on the face page. This percentage will be specified in the Attachment B-1 (Expenditure Budget). The Contractor share cannot be paid with state or federal grant funds.
- B. For Round 14 High Priority Wastewater Treatment Plant projects, the Contractor must provide an eligible share of least fifteen percent (15%) of approved project costs of up to the Contract Funding Amount identified on the face page. This percentage will be specified in the Attachment B-1 (Expenditure Budget). The Contractor share cannot be paid with state or federal grant funds.
- C. For Round 14 General Priority Wastewater Treatment Plant projects, the Contractor must provide an eligible share of least sixty percent (60%) of approved project costs of up to the Contract Funding Amount identified on the face page. This percentage will be specified in the Attachment B-1 (Expenditure Budget). The Contractor share cannot be paid with state or federal grant funds.

IV. Project Implementation

The Contractor agrees to proceed expeditiously with the Project and shall complete the Project in accordance with the performance measures set forth in Attachment C (Work Plan) or any amendments to such Work Plan which are approved by the Department in writing and the Office of State Comptroller when applicable.

V. For Projects Involving Construction (in addition to Attachment A.1.A. Article XXII – Construction Plans)

- A. The Contractor agrees that it shall notify the Department in writing thirty (30) calendar days prior to the start of construction or, if the start of construction began on or after May 1, 2017, upon approval of the Contract the Contractor shall notify the Department in writing thirty (30) calendar days as to the status of any construction
- B. The Contractor agrees that it shall notify the Department in writing thirty (30) days following initial start-up operation of the Project.
- C. The Contractor agrees that it shall cause the Project to be designed and constructed in accordance with the engineering report or facilities plan, and if applicable to the project, the plans and specifications for the Project shall be stamped with the seal of a licensed professional engineer and shall be signed with the personal signature of such engineer in compliance with Education Law §7209(1) and (2), and which have been delivered to and approved by the Department, as well as any amendments thereto.
- D. The Contractor agrees to use NYS Office of General Services design and construction specifications for salt storage construction projects. <https://online.ogs.ny.gov/DNC/MasterSpec04/MasterSpecListing.asp?Div=13>

Section 133423 - Rectangular Salt Storage Structure

Section 133424 – Dome Salt Storage Structure

- E. The Contractor agrees that it shall permit the Department to participate in all its meetings and conferences with respect

to the Project. Upon request from the Department, the Contractor must submit to the Department reports, documents, data, contractual documents, administrative records and other information pertinent to the Project.

- F. The Contractor agrees to permit representatives of the Department to have unrestricted access to the Project at all reasonable times, and all contracts of the Contractor for construction or operation of all or a portion of the Project shall contain provisions that permit such access to the Project or work relating to the Project, wherever it is in preparation or progress, and that contractors or subcontractors shall provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the representatives of the Department.
- G. Within sixty (60) calendar days after the end of the Contract Term, or upon final completion of the Project, the Contractor agrees that it will deliver the following to the Department:
 - 1. A certification stating that the Project has been completed in accordance with this Contract, and constructed per the approved plans and specifications, and any approved amendments thereto.
 - 2. The certified "as built" plans and specifications for the Project. Any work not in accordance with the approved plans and specifications shall be remedied, unless such non-compliance is agreed to be waived by the Department.
 - 3. The Contractor shall retain all as-built plans and specifications for the Project for the useful life of the Project.

VI. Useful Life of Project

A. In Perpetuity (Conservation easements)

For land acquisition or conservation easements obtained for the protection of water supplies, the useful life is in perpetuity.

B. 30 Years (wastewater treatment, and other capital projects such as salt storage facilities)

The Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department, including, but not limited, to retaining a sufficient number of qualified staff and ensuring performance of required tests and requirements. After completion of the Project, the Contractor shall, for a period of thirty (30) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law §61]), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

C. 20 Years (other nonpoint source and aquatic habitat restoration projects)

SFL §61 provides useful life expectancies for things such as culverts and environmental restoration projects. Here the Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department. After completion of the Project, the Contractor shall, for a period of twenty (20) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law §61]), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

D. 5 years ("other" projects not covered in A. of B., e.g., hydro-seeding)

SFL §61 provides useful life expectancies for projects not otherwise specified. Any work of construction, improvement, or purpose not covered by other provisions of SFL§16 have a five-year useful life. Here the Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department. After completion of the Project, the Contractor shall, for a period of five (5) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law

§61]), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

VII. Signage

In addition to requirements in A.1.A.XVI (Environmental Protection Fund Acknowledgement), the Department may require the installation of a project sign which identifies the EPF / Clean Water Infrastructure Act as a source of funding as outlined in the requirements and specifications attached to and made part of this contract as Attachment E.

For projects with multiple funding sources the Contractor acknowledges that a portion of this grant is funded by the Department as a Water Quality Improvement Project. The Contractor agrees to identify the Department as a source of funding for this project in any communications to the public. The Department may require the installation of a project sign which identifies it as a source of funding as outlined in the requirements and specifications attached to and made part of this contract as Attachment E.

VIII. Period of Eligible Costs

Only those eligible project related costs incurred on or after May 1, 2017 will be eligible for reimbursement of grant funding. The eligibility of project costs for each project type is defined in the request for applications for each project type.

IX. Planning and Design costs

Planning and design costs for nonpoint source control and abatement projects, salt storage facilities, and aquatic habitat restoration projects may be considered eligible if they are associated with implementing a project. Planning and design costs cannot exceed 20% of the award amount.

X. Nonpoint Source Pollutant Load Reduction

For Nonpoint Source Pollution reduction projects and salt storage facilities, prior to contract execution, the Contractor shall provide a report of estimates of pollutant load reduction as required by the Department.

XI. MS4 Lead Applicant Self-Certification

For Municipal Separate Storm Sewer System (MS4) projects that involve more than one municipality, the lead applicant must certify that an Inter-Municipal Agreement or a signed commitment exists between the Lead Applicant and each participating MS4 stating the participating MS4's commitment and willingness to deliver each output attributed to them in the contract work plan as described in Attachment F.

XII. Land Acquisition Projects for source water protection pursuant to Title 33 of Article 15 of the Environmental Conservation Law.

- A. "Land acquisition projects" mean open space acquisition projects undertaken with willing sellers including, but not limited to, the purchase of conservation easements, undertaken by a municipality, a not-for-profit corporation, or purchase of conservation easements by a soil and water conservation district.
- B. All land acquisition projects shall be undertaken in the state of New York.
- C. The commissioner is authorized to provide state assistance to municipalities, not-for-profit corporations and soil and water conservation districts to undertake land acquisition projects for source water protection, in cooperation with willing sellers. Land acquisition projects for source water protection shall support, expand or enhance drinking water quality protection, including but not limited to aquifers, watersheds, reservoirs, lakes, rivers and streams.
- D. 1. Any buffer encumbered by a conservation easement acquired pursuant to ECL §15-3303 that encumbers lands used in agricultural production as defined in section three hundred one of the agriculture and markets law in a county designated state certified agricultural district created under section three hundred three of the agriculture and markets law may allow agricultural activity that qualifies such lands, provided such activity on such lands does not impair

drinking water and complies with an agricultural environmental management program plan developed by the state soil and water conservation committee, in partnership with the department.

2. Notwithstanding any limitations provided herein on lands acquired pursuant to ECL Article 15 Title 33 a license or easement may be granted by the owner of such property to a public utility for a public purpose.

E. 1. No state assistance may be provided pursuant to ECL §15-3303 to fund any land acquisition project which is undertaken by eminent domain unless such process is undertaken with a willing seller.

2. The department shall not provide funding pursuant to ECL §15-3303 for any land acquisition project for source water protection by a not-for-profit corporation, if any town, village or city within which such a project is located, by resolution, within ninety days of notification by such corporation of its interest in acquiring such projects, objects to such acquisition.

- a. A not-for-profit contractor shall notify any town, village or city within which such a project is located of its interest in acquiring such project and inform them they have 90 days to object by resolution.
- b. A not-for-profit contractor shall provide the Department with copies of such notifications and all responses received from any town, village or city, or certify to the Department that no responses were received within 90 days.

F. Real property acquired, developed, improved, restored or rehabilitated by or through a municipality or not-for-profit corporation with funds made available pursuant to ECL Article 15 Title 33 shall not be sold, leased, exchanged, donated or otherwise disposed of or used for other than the public purposes of ECL Article 15 Title 33 without the express authority of an act of the legislature, which shall provide for the substitution of other lands of equal environmental value and fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by the commissioner.

G. If the state acquires a real property interest in land purchased by a municipality or not-for-profit with funds made available pursuant to ECL Article 15 Title 33, the state shall pay the fair market value of such interest less the amount of funding provided by the state pursuant to ECL §15-3303.

H. Contractor agrees to provide the Department with a shape file suitable for locating acquired parcels on a geographical information system platform.

I. Land Purchase and Conservation Easement Requirements

The Department will thoroughly review all documentation and only reimburse for land purchases and Conservation Easements that provide for the protection of source water as set forth in Title 33 of Article 15 of the Environmental Conservation Law (ECL). The following are conditions of land acquisitions:

- a. Easement document must include all necessary requirements to fulfill the objective of ECL Article 15, Title 33.
- b. Lands currently protected by a federal or state easement program are not eligible for funding under this grant.
- c. Conservation Easements must be acquired in perpetuity.
- d. Conservation easements must be acquired pursuant to Article 49, Title 3 of the New York State Environmental Conservation Law.
- e. If the property is used for activities which interfere with the accomplishment of approved purposes, the violating activities must cease and any resulting adverse effects must be remedied.
- f. Contractor must describe in detail protocols for stewardship, monitoring and enforcement of properties or easements as part of their work plan.
- g. Monitoring and enforcement of properties or easements obtained with funding from this contract may be performed by a subcontractor. The subcontractor's role and responsibilities must be outlined in this contract's work plan.
- h. Public access will be reviewed and approved by DEC on a case-by-case basis. The contractor must provide written documentation that public access would not have an impact to the drinking water supply. In the case of a municipality, this documentation is to be provided at the earliest date practicable but not later than 120 days prior to closing. In the case of a Not-for-Profit or Soil and Water Conservation District, documentation shall be provided concurrently with notification of the municipality of its interest in acquiring such projects.

- i. Documentation must contain a thorough description and maps showing access points, proposed activities, and proximity to the water supply
 - i. Contractor agrees to provide a summary of existing property conditions prior to acquisition signed by both seller and Contractor.
 - j. Appraisals are required prior to reimbursement. Appraisals must be completed by a state general certified appraiser following the Uniform Standards of Professional Appraisal Practice (USPAP). Two appraisals are required when appraised value is over \$300,000.
 - k. Boundary surveys and maps are required for all properties and shall identify the protected property and any exclusion areas that are not protected. Surveys must be completed by a professional land surveyor licensed to practice in New York and must be recorded in the County Clerk's office prior to the recording of a conservation easement in the County Clerk's office.
 - l. .
 - i. Appraisals, surveys, titles and easement language (if applicable) will be reviewed by DEC. No reimbursement will be made until the final approval is given by the Department
 - m. Final approval from the Department is required
 - i. prior to closing; or
 - ii. in the event that the closing has already taken place, immediately following execution of this contract. DEC will have a minimum of 120 days to review and approve or disapprove the parcel(s) being proposed
- J. Riparian Buffer Requirements (Surface Water Supplies only)
- a. Riparian buffers must be vegetated using only native trees, shrubs and grasses appropriate for site conditions.
 - b. Riparian buffers must have a minimum average width of 100 feet, measured from the edge of the streambank, if they are adjacent to tributaries.
 - c. Riparian buffers must have a minimum average width of 300 feet, measured from the edge of the shoreline, if they are adjacent to reservoirs, lakes or ponds.
 - d. For newly created or restored buffers, the contractor must develop and implement a maintenance plan during the buffer establishment period, defined as 3-5 years after planting of vegetation.
 - e. Streambanks must be stable prior to creation or restoration of riparian buffers.
 - f. Selective cutting of trees, removal of invasive species, or supplemental planting of trees, shrubs, or grasses are allowed provided they improve habitat and function of the riparian buffer or remove, mitigate, or warn against unreasonable harm to people, property or health of native species on or around the defined riparian buffer area.
 - g. Disturbances that compromise the ecological condition of the riparian buffer area, including, but not limited to, livestock access to the riparian buffer, wood or timber harvesting, excessive mowing and recreational vehicular use must be prohibited, except as allowed by Article X11.D above.
- K. Wetland Requirements (Surface Water Supplies only)
- a. Project work plan must describe how the work in and near wetlands will protect drinking water supplies and provide improved wetland function.
 - b. Work within or immediately adjacent to existing wetlands must be limited to activities that will improve wetland function. Disturbances that compromise ecological functions are ineligible for funding.
 - c. Projects cannot mitigate for impacts to regulated wetlands. Wetland mitigation projects are ineligible for funding.
 - d. The contractor must develop and implement a maintenance plan for any wetland creation or enhancement. The maintenance plan must include protocols for addressing problems for a minimum of 3 years following creation or enhancement.
- L. Eligible expenses include administrative and transactional costs (e.g. property surveys, land appraisals, staff time devoted to the project) and the value of the land or development rights to be acquired by the grantee.
- a. The value of the land or development rights being acquired, provided such value associated with the purchase of the property or purchase of a conservation easement is from an appraisal deemed acceptable by DEC. DEC may reimburse for purchase of land or development rights above fair market value in the limited circumstances where it can be demonstrated that the property has a unique resource value. This approach recognizes the fact that outside independent appraisals will not take into account the unique resource value of a particular parcel. In such circumstances, the outside independent appraisals may be merely a bench mark for determining the fair market value of the property. DEC has the discretion and may reimburse at a price above the highest approved independent appraisal provided: 1) the price was the result of documented negotiations between the

Grantee and the seller and 2) the Grantee demonstrated the unique resource value and how it accomplishes the objective of this program.

- b. Transactional costs acceptable by DEC, provided they result in final acquisition of land or perpetual conservation easement and/or restoration of new riparian buffers and are limited to: title reports, title insurance, property surveys, appraisals, certified appraisal review, easement holder and landowner's legal fees to negotiate/close the conservation easement transaction and to review title reports and, as necessary, prepare title curatives, filing fees, or other Department-approved closing costs, map and GIS/remote sensing data, environmental assessments, baseline documentation reports, stewardship or management plans, easement stewardship fee, project specific defense liability insurance fees, property taxes, and State or local real estate transfer taxes.
- c. Staff salaries directly devoted to or connected to the program, excluding indirect (overhead/operating) expenses (Grantees will be required to document time works, tasks, pay ratio and payment, and itemize salaries according to job title and roles/responsibilities on the program).
- d. Riparian buffer or wetland restoration costs deemed acceptable by DEC. "Soft" streambank stabilization practices including but not limited to, live staking, contour wattling, erosion control matting, and root wads, are eligible for funding as part of riparian buffer restoration. Streambank stabilization costs cannot exceed 25% of the award amount.
- e. Value of contractual services provided by professional and technical personnel and consultants (i.e. engineering and architectural services, surveys, plans and specifications, research, design and development of a project, consultant and legal services directly related to a project, feasibility study for a property, etc.). Planning and design costs cannot exceed 20% of the award amount.
- f. Supplies and materials directly necessary to implement individual projects.
- g. Travel Costs (within New York State) directly associated and required to implement the program.

M. Ineligible costs:

- a. Out-of-state travel costs, and any travel not directly required to implement the program;
- b. Program costs funded from other state and/or federal funding sources;
- c. Indirect costs, including overhead/operating expenses (space, rent, utilities);
- d. Costs incurred prior to a grant award or outside of the contract term;
- e. Endowment funds;
- f. Major capital expenditures, such as equipment or computers;
- g. Any fee or other contribution deposited to a legal defense fund other than a conservation easement defense liability insurance policy;
- h. Restoration projects that include hard armoring of streambanks, including stone rip rap;
- i. Wetland mitigation projects;
- j. Projects with planning and design in excess of 20% of the award amount;
- k. Construction oversight;
- l. Improvements to public access;
- m. Interest payments; and
- n. Forest management plans.

VIII. Project Imagery

Upon completion of the project, contractor shall provide the Department with a high resolution image (minimum 300 dots per inch) of the completed project and grant to the Department the right to make an unlimited number of copies and publish the image in Department publications without charge or restriction.

Attachment E – Signage

Acknowledgement of Funding Source

Communications to the Public

The Department will require that grant recipients acknowledge in any communication to the public that funding was provided from the Environmental Protection Fund and include the following:

- Source of Funding: NYS Environmental Protection Fund (EPF) administered by the New York State Department of Environmental Conservation (NYSDEC)
- Project Name and Project Sponsor

WQIP Signage Requirements

The Department will require project signs for projects meeting the following criteria:

- All Wastewater Treatment Improvement projects
- Nonpoint Source Abatement and Control and Aquatic Habitat Restoration grant awards totaling more than \$50,000.

All signs should be constructed in accordance with the specifications identified in Attachment 1.

The Department may, in its discretion, waive this requirement if the sign cannot be reasonably maintained, the sign is not consistent with other laws, or the location of the sign would not provide a public purpose.

The project sign should be maintained from the start of construction until 90 days after closeout of the project.

The cost of the project sign is a reimbursable project cost and should be included in the materials category for the project budget.



Department of Environmental Conservation

ENVIRONMENTAL PROTECTION FUND Water Quality Improvement Project

**PROJECT NAME
LOCAL PROJECT SPONSOR**

ENVIRONMENTAL PROTECTION FUND PROJECT SIGN SPECIFICATIONS

Size: Horizontal format - 48" wide by 24" high.

Construction Materials: Aluminum blank sign boards with vinyl sheeting.

Inserts: “Project Name”, and “Local Project Sponsor” indicate position, size and topography for specific project names and sponsor to be inserted.

Color Scheme:

NYS logo and text – “DEPARTMENT OF ENVIRONMENTAL CONSERVATION” –
Pantone 350 C

TEXT:

Environmental Protection Fund	PMS3005 C
Water Quality Improvement Project	PMS3005 C
Project Site Name/Local Project Sponsor	Pantone 350 C

Type Specifications: All type is Arial 540, with the exception of the logo type.
Format is: center each line of copy with small caps and initial caps.

Production Notes: 48" wide x 24" high aluminum blanks will be covered with vinyl sheeting to achieve background color. Copy and logo will be silk screened on this surface.

Time Period: From start of Construction until 90 days after closeout of the project.

Grant recipients must provide a project name and the local project sponsor to be inserted on the sign.

New York State Department Of Environmental Conservation

Division of Management and Budget Services - Minority and Women's Business Program

625 Broadway, 10th Floor, Albany, New York 12233-5028

Phone: 518.402.9240 Fax: 518.402.9023

Website: www.dec.ny.gov Email: MWBE@dec.ny.gov



Version 7

Consultant / Contractor Detailed M/WBE-EEO Utilization Plan

Contractor Name:	<input type="text"/>		
NYSDEC Contract No:	<input type="text" value="C00540GG"/>	Contractor Federal ID:	<input type="text"/>
Contract Start Date:	<input type="text"/>	Contract End Date:	<input type="text"/>
Date Submitted:	<input type="text"/>		
Contractor Address:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text" value="New York"/>
Zip Code	<input type="text"/>		
Contractor E-mail:	<input type="text"/>	Contractor Phone Number:	<input type="text"/>

Contract Type:	<input type="text" value="Construction"/>
Project County:	<input type="text" value="Essex"/>
Authorized Representative Name:	<input type="text"/>
Authorized Representative Title:	<input type="text"/>

M/WBE Contract Summary	%	Amount	EEO Contract Summary	%	No of Employees
1. NYSDEC Contract Amount	(A)	<input type="text"/>	7. Total Employees in this project	100 %	<input type="text" value="4"/>
2. Recipient Share (If Applicable)	(B)	<input type="text"/>	8. Total Goal -Minority Employees %	<input type="text" value="10"/>	<input type="text" value="0.4"/>
3. Total Project Amount (A + B) *	100 %	<input type="text"/>	9. Total Goal - Female Employees %	<input type="text" value="10"/>	<input type="text" value="0.4"/>
4. MWBE Project Goal %	<input type="text" value="30"/>	<input type="text" value="\$.00"/>	10. EEO Combined Totals %	<input type="text" value="20"/>	<input type="text" value="0.8"/>
5. (Only if needed) N/A	<input type="text"/>	<input type="text" value="\$.00"/>	Please note: The overall goal for MWBE Participation is 30%. The actual participation between MBE and WBE will vary depending on statewide availability.		
6. MWBE Total %	<input type="text" value="30"/>	<input type="text" value="\$.00"/>			

Section II - EEO Information: In order to achieve the EEO Goals, Minorities and Females are expected to be employed in the following job categories. Please provide breakdown of **Minority and Female Employees assigned to this project only**. If the EEO goals are not met, please provide an explanation in the comments area.

Job Categories	Total Count of Minority Employees	Breakdown of Total Count of Minority Employees by Gender		Breakdown of Total Count of Minority Employees by Ethnicity				
		Male	Female	African American	Asian	Native American	Hispanic	White
Officials/Managers								
Professionals								
Technicians								
Sales Workers								
Office/Clerical								
Craftsman								
Laborers								
Service / Workers								
Totals								

Comments:

Please don't remove previous comments

Section III - M/WBE Information: In order to achieve the M/WBE Goals, New York State Certified Minority/Women-owned firms are expected to participate in the following manner:

Important: If there is no M/WBE Vendor participation, please provide brief summary of Good Faith Efforts in the comments section on page 2. Do not enter NA or NONE in Vendor Name.

M/WBE Vendor Name	Federal ID	Vendor Status	Subcontract Amount	Start Date	End Date	Payment Date	Work Description
	Total Subcontract Amount						

By printing name below, Contractor: 1.Certifies that the above information is true and complete as of this date. 2. If required, will provide Good Faith Effort documentation to NYSDEC.

Important: Please don't attach this form manually to E-Mail, instead Click "Submit by E-mail" button to send form via E-Mail.

Authorized Representative Signature (Print Name)

FOR NYSDEC MWBE UNIT USE ONLY

Approved By:

Approved Date:

New York State Department Of Environmental Conservation

Division of Management and Budget Services - Minority and Women's Business Program

625 Broadway, 10th Floor, Albany, New York 12233-5028

Phone: 518.402.9240 Fax: 518.402.9023

Website: www.dec.ny.gov Email: mwbe@dec.ny.gov



Consultant/Contractor Quarterly Report

Version 7

☐ 1st Quarter (Apr 1-Jun 30) ☒ 2nd Quarter (Jul 1-Sep 30) ☐ 3rd Quarter (Oct 1-Dec 31) ☐ 4th Quarter (Jan 1-Mar 31)

Year (4 digit)

The following information indicates the payment amounts made to the contractor by the NYSDEC and the payments made to the NYS certified MWBE's by the contractor on this project. The payments as shown made to them are in compliance with contract documents for the below referenced project.

Contractor Name:

NYSDEC Contract Number: Contractor Federal Id: Date Submitted:

Contract Start Date: Contract End Date: Project County:

Contractor E-mail: Phone Number:

NYSDEC Contract Amount (A):

Recipient Share Amount (If Applicable) (B)

Total Project Amount (A+B) *

Contract Type:

MWBE Goal%	<input type="text" value="30."/>	<input type="text" value="\$.00"/>
	<input type="text"/>	<input type="text" value="\$.00"/>
M/WBE Total %	<input type="text" value="30."/>	<input type="text" value="\$.00"/>

Please note: The overall goal for MWBE Participation is 30%. Actual participation between MBE and WBE will vary depending on statewide availability.

Paid to Contractor this Quarter: Total Paid to Contractor to Date including paid to Contractor this Quarter:

Is this a Final Report ? ☒ No ☐ Yes

Authorized Representative Name: Representative Title:

Comments:

Please don't remove previous comments

Important:
If there is no M/WBE participation,
please provide brief description of
Good Faith Effort's in comments.

Consultant / Contractor Quarterly Report

Important: If there is no M/WBE participation, please provide brief description of Good Faith Effort's in comments. Please do not enter NA or None in vendor name. If you need to delete a row, click the X button on the left.

	M/WBE Subcontractor / Vendor Name	Federal ID	Product Code	Vendor Type	Vendor Status	Contract Type	Subcontractor Contract Amount	Payment made this Quarter	Total Payments made to Date (Including this Quarter)
	Total Amount								

By printing name below, Contractor: 1.Certifies that the above information is true and complete as of this date. 2. If required, Will Provide Proof of Payments to Subcontractor(s) to NYSDEC MWBE Unit.

Important: Please do not attach this form manually to your E-mail, Instead click "Submit by E-mail" to send it electronically to NYSDEC.

Authorized Representative Signature (Print Name)

FOR NYSDEC MWBE UNIT USE ONLY

Approved By:

Approved Date:

APPENDIX H



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Newcomb

Robert Wick, Project Manager
5639 State Route 28N POB 405
Newcomb NY 12932

Schedule Year 2019
Date Requested 07/17/2019
PRC# 2019009252

Location Lot 2.12
Project ID# P-0098-2017
Project Type Construction of fabric salt shed structure and relevant site and foundation work.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 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. 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.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. 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 Newcomb

Robert Wick, Project Manager
5639 State Route 28N POB 405
Newcomb NY 12932

Schedule Year 2019
Date Requested 07/17/2019
PRC# 2019009252

Location Lot 2.12
Project ID# P-0098-2017
Project Type Construction of fabric salt shed structure and relevant site and foundation work.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

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.

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.



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. 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 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

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 – 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

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

(866) 385-7470 Ext. 2919

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

(732) 235-9455

<https://ophp.umdnj.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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

3. List of trainers and training schedules for OSHA outreach training at:

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



Department of Labor

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

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) 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

07/01/2019

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

07/01/2019

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

07/01/2019

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

07/01/2019

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

Electrician

07/01/2019

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

07/01/2019

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

1-35

Glazier	07/01/2019
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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*	31.35		
+ 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	07/01/2019
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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

Asbestos Worker*	\$ 36.04
Insulator*	36.04
Firestopping Worker*	30.64

(*)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

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

1-40

Ironworker

07/01/2019

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

07/01/2019

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

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

07/01/2019

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

07/01/2019

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

07/01/2019

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

07/01/2019

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

07/01/2019

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

07/01/2019

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

07/01/2019

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

Mason - Building**07/01/2019**

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

Mason - Heavy&Highway**07/01/2019**

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 & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&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

07/01/2019

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

07/01/2019

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, whirllies, 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	28.25	29.40

1-158 Alb

Operating Engineer - Heavy&Highway

07/01/2019

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, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to 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

07/01/2019

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

07/01/2019

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

07/01/2019

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.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie 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); Revinus 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:

\$ 28.40	\$ 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

07/01/2019

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

07/01/2019

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

07/01/2019

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

07/01/2019

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

07/01/2019

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**07/01/2019**

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**07/01/2019**

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
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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

07/01/2019

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 Fitter	\$ 34.91

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 24.93
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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

07/01/2019

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

07/01/2019

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

07/01/2019

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 06/27/2019

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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	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	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
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 CROPEY 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

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DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
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		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	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
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

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DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA 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	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
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 DOUGLSTON 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 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADABURN 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 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON 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 STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUUMAS		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 AVENUEPORT 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 CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON 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 CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020

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DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
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 DR MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN 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 AVENUE HARRISON 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		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302 STUART 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	*****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 LATT A BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
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 STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE 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 LATT A BROOK PARK HORSEHEADS 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 WATERVLIET NY 12189	06/05/2018	06/05/2023

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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 HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
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 799 HILTON 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		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUE OSWEGO 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 PARK HORSEHEADS 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 ROAD P O BOX 296 EAST AURORA NY 14052	07/29/2015	07/29/2020
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 #302 STUART 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 HIGHWAY ROCKVILLE 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 PLACE YONKERS 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		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020

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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
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 PLATZ 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

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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 LAND O LAKES FL 34638	11/10/2015	11/10/2020
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	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

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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
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 BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020

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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 WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
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	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
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 GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET 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	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
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 SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
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	*****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022

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DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
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
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 CORPORATIO N	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 NWLATLANTA 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	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
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 DOUGLSTON 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 CROPSEY 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		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

NYSDOL Bureau of Public Work Debarment List 06/27/2019
Article 8

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

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.

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. 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).

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).

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
- 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
- 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
- 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
- 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

If you do NOT yet have a training:

- Download the model training, available online: 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

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.

Sexual Harassment Policy for All Employers in New York State



Combating
Sexual Harassment

Introduction

[Employer Name] is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of [Employer Name's] commitment to a discrimination-free work environment. Sexual harassment is against the law¹ and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with [Employer Name]. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. [Employer Name's] policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with [Employer Name]. In the remainder of this document, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. [Employer Name] will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of [Employer Name] who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees² working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or [name of appropriate person]. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.

¹ While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

² A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject [Employer Name] to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. [Employer Name] will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. [Employer Name] will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. [Employer Name] will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to [person or office designated].
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an

individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. [Employer Name] cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or [person or office designated]. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or [person or office designated].

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to [person or office designated].

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. **[Employer Name]** will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, **[person or office designated]** will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections And External Remedies

Sexual harassment is not only prohibited by **[Employer Name]** but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at **[Employer Name]**, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to **[Employer Name]** does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Opportunity Programs Group

UPSTATE: 515 Broadway • Albany, NY 12207-2964 • Phone: (518) 257-3706 Fax: (518) 257-3100
DOWNSTATE: One Penn Plaza, 52nd 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.