

BOAT LAUNCH RECONSTRUCTION

Project Construction Manual



PROJECT OWNER:

THE TOWN OF WILLSBORO, NEW YORK

PROJECT NUMBER:

P-1020-2020

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NOTICE TO BIDDERS

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Town of Willsboro, will accept sealed bids at the Willsboro Town Hall until 2:00 P.M. on **March 20, 2020** for the **Boat Launch Reconstruction**.

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 **March 20, 2020** at 2:00 P.M. at the Willsboro Town Hall, located at 5 Farrell Rd, Willsboro NY 12996. Please contact the Town Clerk at (518) 963-8668 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: | February 19, 2020 |
| • Responses Due: | March 20th, 2020 |
| • Town Board Bid Review & Notification of Award: | April 8th (Regular Board Meeting). |
| • Contract Execution estimated: | April 8th –April 17, 2020 |
| • Project Completion: | July 31, 2020 (apprx. 90 days after NTP). |

All bids submitted in response to this notice shall be marked "SEALED BID – WILLSBORO BOAT LAUNCH RECONSTRUCTION" 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 Willsboro 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: **February 19th, 2020**

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 **Gilliland Lane; 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 Forms
- ✓ Bidders Certification
- ✓ Iran Divestment Act Certification
- ✓ Vendor Responsibility Questionnaire
- ✓ NYS Sexual Harassment Policy & Training Cert.
- ✓ Proposed Subcontract/Supplier list
- ✓ Bid Bond

BID FORM

BID FORM: BOAT LAUNCH- 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 & C**
- **NYS Sexual Harassment Policy & Cert.**
- **List of proposed Subs & Suppliers, including proposed MWBE vendors**

Project BOAT LAUNCH RECONS,	Location 3787 MAIN ST. TOWN OF WILLSBORO ESSEX COUNTY, NY	Project Owner TOWN OF WILLSBORO FARRELL RD. WILLSBORO, NY 12996
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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

In Words

In Numbers

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

GENERAL MUNICIPAL LAW CHAPTER 675

(Amending 103-d - General Municipal Law)

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.)

ITEM No.	ITEM	UNIT	BID PRICE PER UNIT
1	GENERAL, MOB & DE-MOB (include OVH & Profit)	LS	
2	MAINTAIN EROSION & SEDIEMENT CONTROL	LS	
3	SITE PREPARATION: EXCAVATION, GRADING	LS	
4	TYPICAL CONCRETE	LS	
5	FINAL ACCEPTANCE FROM OWNER	LS	

TOTAL CONTRACT BID SUMMARY

TOTAL CONTRACT BASE BID PRICE IN FIGURES

\$ _____

TOTAL CONTRACT BASE BID PRICE IN WORDS

BOAT LAUNCH RECONSTRUCTION - ADD ALTERNATE NO. 1

ITEM No.	ITEM	UNIT	BID PRICE PER UNIT
A1	BACKFILL, REGRADING, DITCHING	LS	\$
A2	DRAINGINAGE CULVERT INSTALLATION	LS	\$
			\$

TOTAL CONTRACT BID SUMMARY

TOTAL CONTRACT ADD ALTERNATE NO. 1 PRICE IN FIGURES

\$ _____

TOTAL CONTRACT ADD ALTERNATE NO. 1 PRICE IN WORDS

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)	_____ _____ _____

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	MWBE / SDVOB? (Yes, No)	NAME

**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 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

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 WILLSBORO**, 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 WILLSBORO BOAT LAUNCH RECONSTRUCTION**.

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.

OWNER

Date

By: _____
Name: **Shaun Gilliland**
Title: **Town Supervisor**

CONTRACTOR

Date

By: _____
Name (print): _____
Title (print): _____

Federal ID Number: _____

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

INDIVIDUAL

[illegible]

On this day of , 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

Table of Articles

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3. Interpretation of the Contract Documents
4. Shop Drawings and Other Submittals
5. Schedule
6. Materials
7. Contractor's Supervision
8. Use of Premises
9. Permits and Compliance
10. Inspection and Material Acceptance
11. Change Orders
12. Site Conditions
13. Suspension of Work
14. Time of Completion and Termination for Cause
15. Termination for Contractor's Employment for the Convenience of the State of New York
16. Disputes
17. Statutory Requirements for the Utilization of Disadvantaged Business Enterprises
18. Subcontracts
19. Coordination of Separate Contracts (WICKS Projects)
20. Responsibility for Damage and Indemnification
21. Insurance
22. Occupancy Prior to Completion and Acceptance
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 – Existing Conditions;**
- (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;**
- (i) **Appendix I - NYS Sexual Harassment Requirements**

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 – Existing Conditions;**
 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. **Appendix I - NYS Sexual Harassment Requirements**
 11. Agreement;
 12. Instructions to Bidders;
 13. Notice to Bidders;
 14. Performance Bond;
 15. Payment Bond;
 16. All Required Forms and Certificates of Insurance;
 17. All Addenda issued prior to the receipt of bids;
 18. 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 WILLSBORO**.
- 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 deductible from the approved detailed estimate.

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

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

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

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

ARTICLE 12 – SITE CONDITIONS

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

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

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

ARTICLE 13 – SUSPENSION OF WORK

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

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

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

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

ARTICLE 14 – TIME OF COMPLETION AND TERMINATION FOR CAUSE

14.1 All time limits set forth in this Contract are of the essence. Failure by the Contractor to meet with the Contract deadlines shall be cause for the Municipality to assess Liquidated Damages.

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 Indemnatee; or (ii) the Indemnitees’ ordinary upkeep and maintenance of grounds and facilities outside of the Premises. Contractor shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Contract. Contractor’s responsibility under this section shall not be limited to the required or available insurance coverage.
- 20.3 For all purposes hereunder, the Municipality shall not be liable for any injury, loss or damage to Contractor, its agents, servants, sub-contractors, vendors, invitees and guests, or to any person happening on, in or about the Premises or its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Contractor or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the Premises, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the Premises, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of the Municipality.
- 20.4 The Municipality shall not be liable to Contractor, its agents, contractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Contractor or any other person or to the Premises, caused by or resulting from spill or release of gasoline, oil, steam, gas, or

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

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

ARTICLE 21 - INSURANCE

21.1 General Requirements

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

“Consistent with the requirements of Contract Documents and the State of New York, the **TOWN OF WILLSBORO** 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 WILLSBORO

5 FARRELL RD.

WILLSBORO, NY 12996

Phone: (518) 582-3211

Fax: (518) 582-2061

E-Mail Address: supervisor@townofwillsborony.gov

(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 – Existing Conditions;**
 - (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;**
 - (i) **Appendix I - NYS Sexual Harassment Requirements**

APPENDIX A

APPENDIX A.

Additional Terms and Conditions to Agreement Between

The TOWN OF WILLSBORO (“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 **NYS DEC Smart Growth** 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 construction-related firms in which, now or in the past five years, the submitting Business Entity 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? *(Attach additional pages if necessary.)*

☐ Yes ☐ 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 Business Entity has in common with this firm?

☐ Yes ☐ No

Individual's Name *(Include middle initial)*

Position/Title with Firm/Company

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)*

☐ Yes ☐ 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?

☐ Yes ☐ No

Individual's Name *(Include middle initial)*

Position/Title with Firm/Company

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)*

☐ Yes ☐ No

Joint Venture Name

Joint Venture EIN (If available)

Identify parties to the Joint Venture

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

III. CONTRACT HISTORY

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

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

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
(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

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

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 WILLSBORO BOUQUET RIVER BOAT LAUNCH

PROJECT #:
(CONTRACT: STRUCTURAL CONCRETE)

CONCRETE NOTES:

SEE SPECIFICATIONS FOR CAST IN PLACE CONCRETE FOR MATERIALS AND METHODS OF CONSTRUCTION.

THE CONTRACTOR SHALL SUBMIT COPIES OF SHOP DRAWINGS TO THE TOWN FOR REVIEW FOR CONCRETE MIX DESIGN AND STEEL REINFORCEMENT PLACEMENT DRAWINGS INCLUDING BAR LENGTHS, BENDS AND SPLICES IN ACCORDANCE WITH SPECIFICATIONS.

MEASURE, MIX, BATCH AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94.

WHEN AIR TEMPERATURE IS BELOW 40 DEGREES F, OR IS EXPECTED TO FALL BELOW 40 DEGREES F, CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 306 (COLD WEATHER CONCRETE), AND THE SPECIFICATIONS.

ALL CONCRETE WORK SHALL COMPLY WITH THE PROVISIONS OF ACI 301, (SPECIFICATIONS FOR STRUCTURAL CONCRETE).

ALL CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ACI 304 (GUIDE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE). CONSOLIDATE PLACED CONCRETE BY MECHANICAL VIBRATION.

EARTHWORK NOTES:

SUBGRADE SHALL BE PREPARED BY THE CONTRACTOR, INCLUDING EXCAVATION TO GRADE AND COMPACTION.

SUBBASE SHALL BE PREPARED BY THE CONTRACTOR INCLUDING COMPACTION.

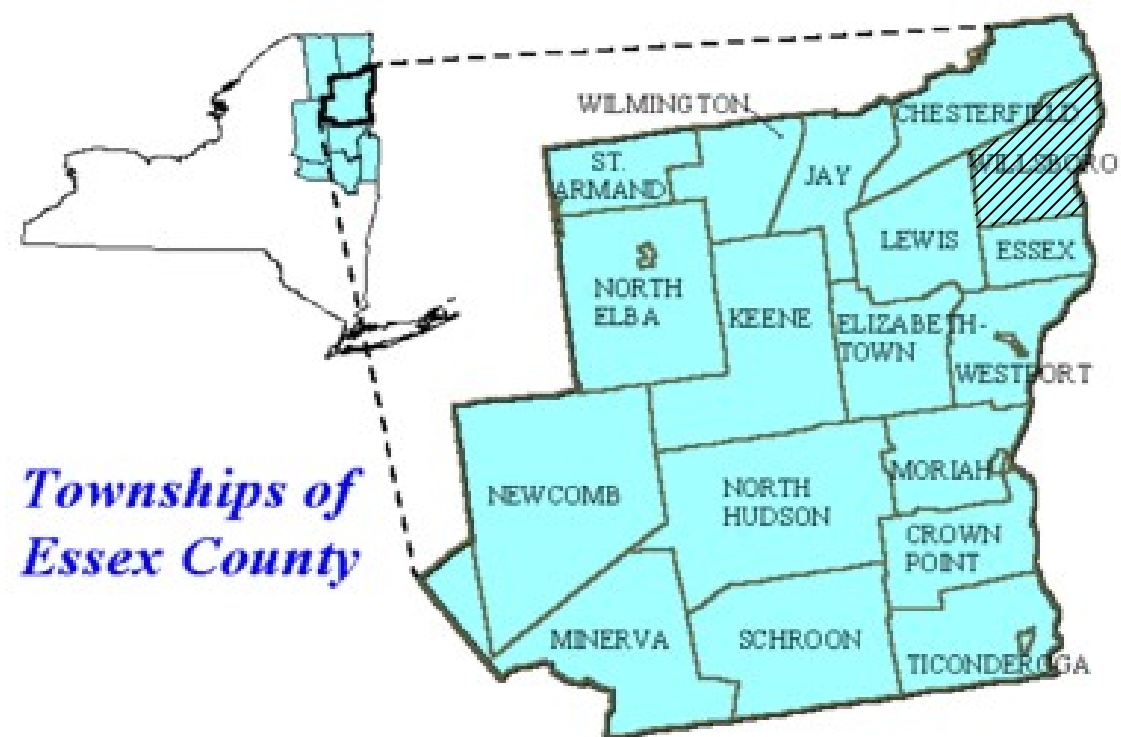
FINE GRADE OF SUBBASE AND COMPACTION TO BE PROVIDED BY THE CONTRACTOR.

ALL CONTROLLED FILL WITHIN THE SLAB FOOTPRINT SHALL BE PLACED IN 8" LIFTS AND COMPACTED TO A MINIMUM OF 95% OF MODIFIED PROCTOR DENSITY PER ASTM D-1557.

BACKFILL MATERIALS SHALL BE PROVIDED BY THE OWNER, INCLUDING RE-GRADEING AND DITCHING.

DRAINAGE CULVERT AND INSTALLATION BY THE OWNER.

CONTRACTOR AND OWNER TO CONTACT DIG SAFE FOR ALL EXCAVATION ACTIVITIES.



*Townships of
Essex County*

1
C001

PROJECT AREA

SCALE: NTS



2
C001

PROJECT LOCATION

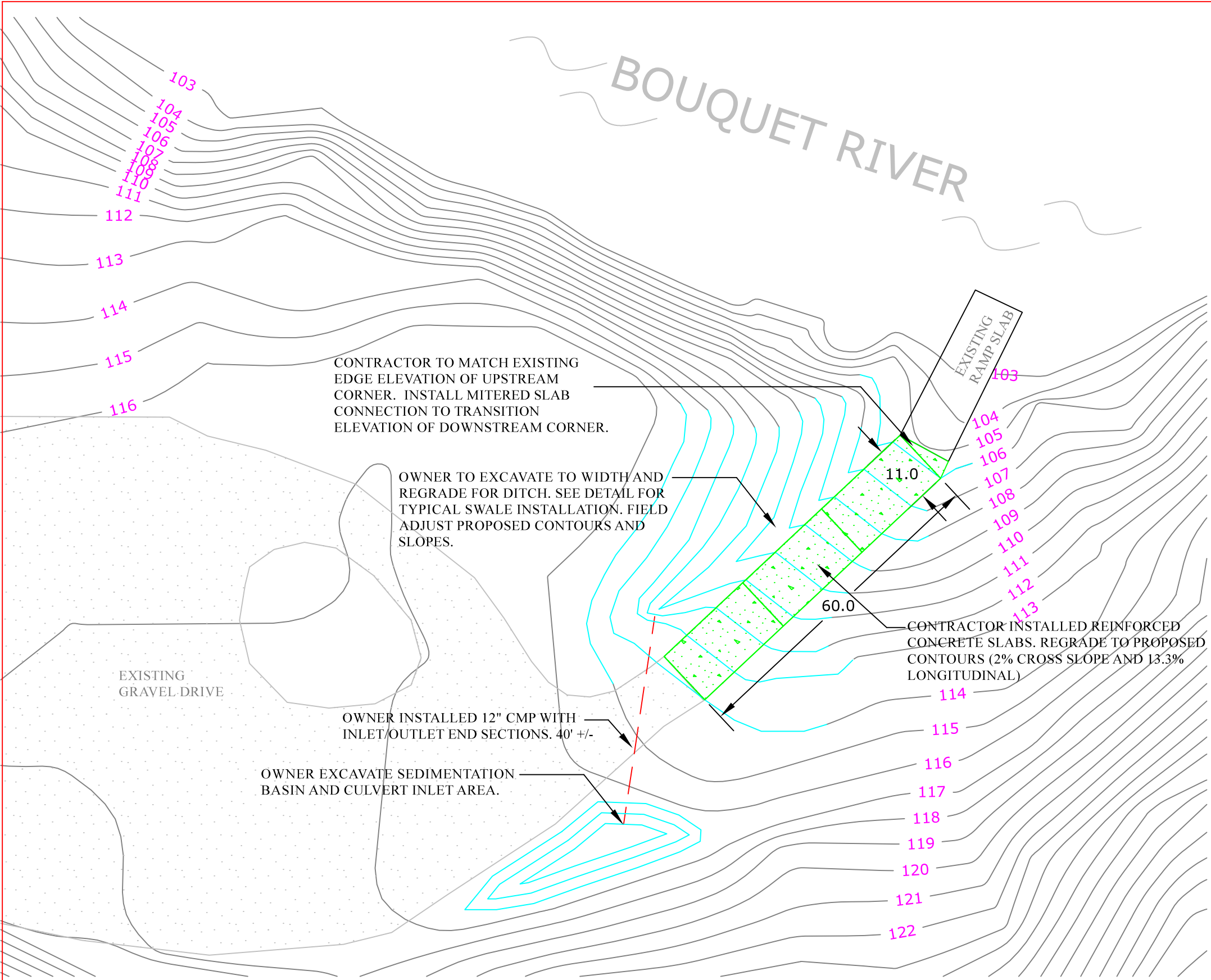
SCALE: NTS



ESSEX COUNTY
DEPARTMENT OF PUBLIC
WORKS

PROJECT: TOWN OF WILLSBORO
BOUQUET RIVER
BOAT LAUNCH

SHEET: C 001



1
C101

SITE PLAN
SCALE: 1" = 20'

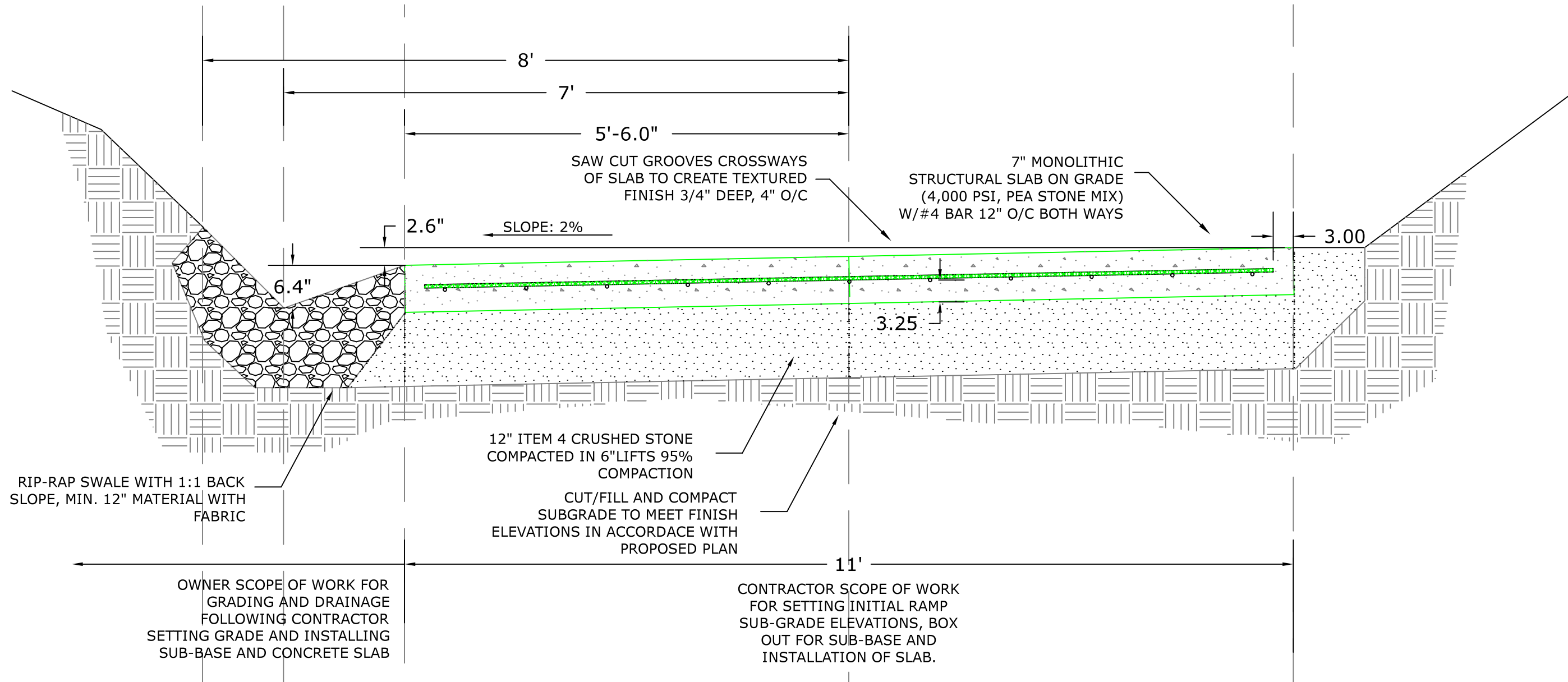
- NOTES:**
- EXISTING GRADES FROM NYS CLEARING HOUSE LIDAR DATA. ANTICIPATE DISCREPANCIES IN OBSTRUCTED AREAS.
- CONTRACTOR TO ADJUST PROPOSED GRADES DURING STAKEOUT AND WORK WITH THE TOWN FOR FINAL GRADES.
- CONTRACTOR TO DOWEL INTO EXISTING RAMP SLAB MIN 8".
- CONTRACTOR TO INSTALL EACH SLAB (3) 11' BY 20' EACH WITH COLD JOINTS BETWEEN. DOWEL INTO EACH SLAB MIN. 8" FOR NEXT ADJACENT POUR. SEE DETAILS FOR TYPICAL SECTION AND SLAB DESIGN.
- FOLLOW ALL NYSDEC GUIDELINES FOR EROSION AND SEDIMENT CONTROL. USE OF SILT FENCE AND SOIL STABILIZATION PRACTICES SHALL BE FOLLOWED WHEN REQUIRED IF EXCAVATIONS AND GRADING ARE EXPOSED TO RUNOFF CONDITIONS.



ESSEX COUNTY
DEPTARMENT OF PUBLIC
WORKS

PROJECT: TOWN OF WILLSBORO
BOUQUET RIVER
BOAT LAUNCH

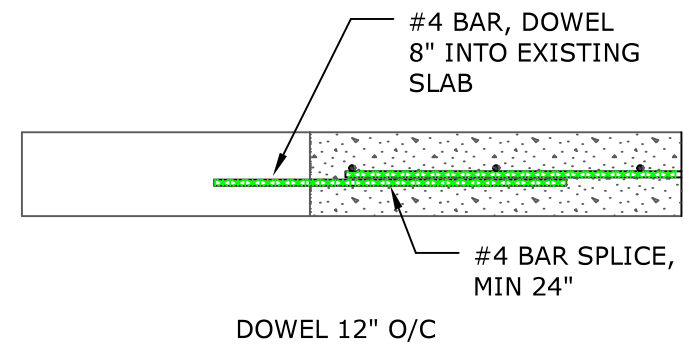
SHEET: C101



1
D101

TYPICAL SLAB SECTION

SCALE: 1/2" = 1'



2
D101

SLAB CONNECTION

SCALE: NTS



ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT: TOWN OF WILLSBORO
BOUQUET RIVER
BOAT LAUNCH

SHEET: D101

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Formwork for cast-in-place concrete.
2. Shoring, bracing, and anchorage.
3. Architectural form liners.
4. Form accessories.
5. Form stripping.

B. Related Requirements:

1. Section 032000 - Concrete Reinforcing: Reinforcing steel and required supports for cast-in-place concrete.
2. Section 033000 - Cast-in-Place Concrete: Cast-in-place or in-situ concrete for structural building frame, slabs-on-grade, and other concrete components associated with building.
3. Section 055000 - Metal Fabrications: Product requirements for metal fabrications for placement by this Section.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Section 012000 - Price and Payment Procedures: Contract Sum/Price modification procedures.

1.3 REFERENCE STANDARDS

A. American Concrete Institute:

1. ACI 117 - Specification for Tolerances for Concrete Construction and Materials.
2. ACI 301 - Specifications for Structural Concrete.
3. ACI 318 - Building Code Requirements for Structural Concrete.
4. ACI 347 - Guide to Formwork for Concrete.

B. American Forest & Paper Association:

1. AF&PA - National Design Specification (NDS) for Wood Construction.

C. APA - The Engineered Wood Association:

1. APA/EWA PS 1 - Voluntary Product Standard - Structural Plywood.

D. ASTM International:

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
2. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
3. ASTM E96M - Standard Test Methods for Water Vapor Transmission of Materials.

1.4 COORDINATION

- A. Section 013000 - Administrative Requirements: Requirements for coordination.
- B. Coordinate Work of this Section with other Sections of Work in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

1.5 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information on void form materials and installation requirements.
- C. Shop Drawings:
 1. Indicate:
 - a. Formwork, shoring, and reshoring.
 - b. Pertinent dimensions, openings, methods of construction, types of connections, materials, joint arrangement and details, ties and shores, location of framing, studding and bracing, and temporary supports.
 - c. Means of leakage prevention for concrete exposed to view in finished construction.
 - d. Sequence and timing of erection and stripping, assumed compressive strength at time of stripping, height of lift, and height of drop during placement.
 - e. Vertical, horizontal, and special loads according to ACI 347, and camber diagrams when applicable.
 - f. Notes to formwork erector showing size and location of conduits and piping embedded in concrete according to ACI 318.
 - g. Procedure and schedule for removal of shores and installation and removal of reshores.

- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.6 QUALITY ASSURANCE

- A. Perform Work according to ACI 347, 301, and 318.
- B. For wood products furnished for Work of this Section, comply with AF&PA.

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

1.7 QUALIFICATIONS

- A. Contractor experienced in the construction of form work, shoring and bracing.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept void forms on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials off ground in ventilated and protected manner to prevent deterioration from moisture.

PART 2 - PRODUCTS

2.1 PERFORMANCE AND DESIGN CRITERIA

- A. Design and construct formwork, shoring, and bracing according to ACI 318 to conform to design and applicable code requirements to achieve concrete shape, line, and dimension as indicated on Drawings.
- B. Vapor Retarder Permeance: Maximum 1 perm when tested according to ASTM E96.

2.2 WOOD FORM MATERIALS

- A. Plywood Forms:
 - 1. Application: Exposed finish concrete.
 - 2. Description:
 - a. Comply with APA/EWA PS 1.
 - b. Panels: Full size, 4 by 8 feet.
 - c. Label each panel with grade trademark of APA/EWA.
 - 3. Plywood for Surfaces to Receive Membrane Waterproofing:
 - a. Minimum Thickness: 5/8 inch.
 - b. Grade: APA/EWA "B-B Plyform Structural I Exterior."
 - 4. Plywood with "Smooth Finish" Indicated on Drawings:
 - a. Minimum Thickness: 3/4 inch.
 - b. Grade: APA/EWA "HD Overlay Plyform Structural I Exterior."

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

2.3 PREFABRICATED FORMS

A. Preformed Steel Forms:

1. Description: Matched, tightly fitted, and stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
2. Minimum Thickness: 16 gage

B. FRP Forms: Matched, tightly fitted, and stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

C. Pan:

1. Material: Steel
2. Configuration: Size and profile as required.

D. Steel Forms:

1. Description: Sheet steel, suitably reinforced.
2. Design: For particular use as indicated on Drawings.

E. Form Liners: Smooth, durable, grainless, and non-staining hardboard unless otherwise indicated on Drawings.

2.4 COATINGS

A. Coatings for Aluminum:

1. Polyamide epoxy finish coat with paint manufacturer's recommended primer for aluminum substrate.
2. One coat primer and one coat finish.

2.5 FORMWORK ACCESSORIES

A. Form Ties:

1. Type: cone.
2. Material: Galvanized
3. Length: Fixed to wall dimensions.
4. Furnish waterproofing washer, integral waterbarrier.
5. Designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
6. Free of defects capable of leaving holes 1 to 1.25 in concrete surface.
7. All fasteners shall break to a depth of 1" or more to provide a minimum of 1" cover from the concrete surface to the closest corrodible metal.

B. Spreaders:

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

1. Description: Standard, non-corrosive metal-form clamp assembly, of type acting as spreaders and leaving no metal within 1 inch of concrete face.
 2. Wire ties, wood spreaders, or through bolts are not permitted.
- C. Form Release Agent:
1. Description: Colorless mineral oil that will not stain concrete or absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.
 2. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- D. Corners:
1. Type: Chamfer, wood, pvc or rubber.
 2. Size: $\frac{3}{4}$ " unless otherwise noted.
 3. Lengths: Maximum possible.
- E. Dovetail Anchor Slot:
1. Material: Galvanized steel.
 2. Thickness: 22 gauge.
 3. Filling: Foam
 4. Fasten slot to concrete formwork according to manufacturer instructions, and insert foam filler to prevent concrete from entering slot during pour.
- F. Flashing Reglets:
1. Material: Galvanized steel
 2. Thickness: 22 gauge
 3. Lengths: Maximum possible.
 4. Furnish alignment splines for joints.
 5. Filling: Foam
 6. Fasten flashing reglet to concrete formwork according to manufacturer instructions, and insert foam to prevent concrete from entering reglet during pour.
- G. Vapor Retarder:
1. ASTM E 1745, Class A
 2. Description: Polyethylene sheet.
 3. Thickness: 15 mils.
 4. Stegowrap 15 mil Class A or Moistop Ultra by Fortifiber.
- H. Bituminous Joint Filler: Comply with ASTM D1751.
- I. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength, and character to maintain formwork in place while placing concrete.
- J. Waterstop:

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

1. Material: Flexible PVC, extruded from an elastomeric plastic material of which the basic resin is prime virgin polyvinyl chloride. No recycled or reclaimed material is permitted.
2. Working Temperature Range: Minus 50 to plus 175 degrees F
3. Width: Minimum flange width of 6 inches.
4. Lengths: Maximum possible.
5. Profile: Ribbed with a center bulb.
6. Corner Sections: Preformed.
7. Jointing: Heat welded.
8. Performance Requirements

Property	Test Method	Required Limits
Water absorption	ASTM D 570	0.15% max
Tear Resistance	ASTM D 624	200 lb/in (35 kN/m) min.
Ultimate Elongation	ASTM D 638	350% min.
Tensile Strength	ASTM D 638	2000 psi (13.78 Mpa) min.
Low Temperature Brittleness	ASTM D 746	No Failure @ -35°F (-37°C)
Stiffness in Flexure	ASTM D 747	600 psi (4.13 Mpa) min.
Specific Gravity	ASTM D 792	1.45 max.
Hardness, Shore A	ASTM D 2240	79 +3
Tensile Strength after accelerated extraction	CRD-C 572	1850 psi (11.03 Mpa) min.
Elongation after accelerated extraction	CRD-C 572	300% min.
Effect of Alkalies after 7 days: Weight Change Hardness Change	CRD-C 572	between -0.10% / +0.25% +/- 5 points

K. Waterstop (retrofit):

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

1. Description: Flexible strip of bentonite waterproofing compound in coil form for joints in concrete construction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify lines, levels, and centers before proceeding with formwork.
- C. Verify that dimensions agree with Drawings.
- D. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Architect/Engineer before proceeding.

3.2 INSTALLATION

- A. Formwork:
 1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
 2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
 3. Camber forms where necessary to produce level finished soffits unless indicated otherwise on Drawings.
 4. Positioning:
 - a. Carefully verify horizontal and vertical positions of forms.
 - b. Correct misaligned or misplaced forms before placing concrete.
 5. Complete wedging and bracing before placing concrete.
 6. Erect formwork, shoring, and bracing to achieve design requirements according to ACI 301 to support vertical, lateral, static and dynamic loads and construction loads that might be applied until concrete structure can support such loads.
 7. Stripping:
 - a. Arrange and assemble formwork to permit dismantling and stripping.
 - b. Do not damage concrete during stripping.
 - c. Permit removal of remaining principal shores.
 8. Obtain approval of Architect/Engineer before framing openings in structural members not indicated on Drawings.
 9. Install fillet and chamfer strips on external corners of beams, joists, columns, and walls.

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

10. Install void forms according to manufacturer instructions.
11. Do not reuse wood formwork more than two times for concrete surfaces to be exposed to view.
12. Do not patch formwork.
13. Leave forms in place for minimum number of days according to ACI 347.

B. Form Removal:

1. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads, and removal has been approved by Architect/Engineer.
2. Loosen forms carefully; do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
3. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged.
4. Discard damaged forms.
5. Form Release Agent:
 - a. Apply according to manufacturer instructions.
 - b. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
 - c. Do not apply form release agent if concrete surfaces are indicated to receive special finishes or applied coverings that may be affected by agent.
 - d. Soak inside surfaces of untreated forms with clean water, and keep surfaces coated prior to placement of concrete.
6. Form Cleaning:
 - a. Clean forms as erection proceeds to remove foreign matter within forms.
 - b. Clean formed cavities of debris prior to placing concrete.
 - c. Flush with water or use compressed air to remove remaining foreign matter.
 - d. Ensure that water and debris drain to exterior through cleanout ports.
 - e. Cold Weather:
 - 1) During cold weather, remove ice and snow from within forms.
 - 2) Do not use de-icing salts.
 - 3) Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure; use compressed air or other dry method to remove foreign matter.
7. Reuse and Coating of Forms:
 - a. Thoroughly clean forms and reapply form coating before each reuse.
 - b. For exposed Work, do not reuse forms with damaged faces or edges.
 - c. Apply form coating to forms according to manufacturer instructions.
 - d. Do not coat forms for concrete indicated to receive "scored finish."
 - e. Apply form coatings before placing reinforcing steel.

C. Forms for Smooth Finish Concrete:

1. Use steel, plywood, or lined-board forms.

Town of Willsboro
Bouquet River Boat Launch
(Contract: Structural Concrete)

2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
3. Install form lining with close-fitting square joints between separate sheets without springing into place.
4. Use full-sized sheets of form liners and plywood wherever possible.
5. Tape joints to prevent protrusions in concrete.
6. Apply forming and strip wood forms in a manner to protect corners and edges.
7. Level and continue horizontal joints.
8. Keep wood forms wet until stripped.

D. Architectural Form Liners:

1. Erect architectural side of formwork first.
2. Attach form liner to forms before installing form ties.
3. Install form liners square, with joints and pattern aligned.
4. Seal form liner joints to prevent grout leaks.
5. Dress joints and edges to match form liner pattern and texture.

E. Forms for Surfaces to Receive Membrane Waterproofing:

1. Use plywood or steel forms.
2. After erection of forms, tape form joints to prevent protrusions in concrete.

F. Framing, Studding, and Bracing:

1. Maximum Spacing of Studs:
 - a. Boards: Maximum 16 inches
 - b. Plywood: 12 inches
2. Size framing, bracing, centering, and supporting members for sufficient strength to maintain shape and position under imposed loads from construction operations.
3. Construct beam soffits of material minimum 2 inches thick.
4. Distribute bracing loads over base area on which bracing is erected.
5. When placed on ground, protect against undermining, settlement, and accidental impact.

G. Form Anchors and Hangers:

1. Do not use anchors and hangers leaving exposed metal at concrete surface.
2. Symmetrically arrange hangers supporting forms from structural-steel members to minimize twisting or rotation of member.
3. Penetration of structural-steel members is not permitted.

H. Inserts, Embedded Parts, and Openings:

1. Install formed openings for items to be embedded in or passing through concrete Work.
2. Locate and set in place items required to be cast directly into concrete.
3. Position recessed reglets for brick veneer masonry anchors according to spacing and intervals as indicated on Drawings.

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4. Install accessories straight, level, and plumb, and ensure that items are not disturbed during concrete placement.
 5. Joints:
 - a. Install waterstops continuous without displacing reinforcement.
 - b. Heat-seal joints watertight.
 6. Openings:
 - a. Provide temporary ports or openings in formwork as required to facilitate cleaning and inspection.
 - b. Locate openings at bottom of forms to allow flushing water to drain.
 7. Close temporary openings with tight-fitting panels, flush with inside face of forms, and neatly fitted such that joints will not be apparent in exposed concrete surfaces.
- I. Form Ties:
1. Provide sufficient strength and quantity to prevent spreading of forms.
 2. Place ties at least 1 inch (25 mm) away from finished surface of concrete.
 3. Leave inner rods in concrete when forms are stripped.
 4. Space form ties equidistant, symmetrical, and aligned vertically and horizontally unless indicated otherwise on Drawings.
- J. Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.
- K. Construction Joints:
1. Install surfaced pouring strip where construction joints intersect on exposed surfaces to provide straight line at joints.
 2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
 3. Appearance:
 - a. Show no overlapping of construction joints.
 - b. Construct joints to present same appearance as butted plywood joints.
 4. Arrange joints in continuous line straight, true, and sharp.
- L. Embedded Items:
1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, waterstops, and other features.
 2. Do not embed wood or uncoated aluminum in concrete.
 3. Obtain installation and setting information for embedded items furnished under other Sections.
 4. Securely anchor embedded items in correct location and alignment prior to placing concrete.

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5. Ensure that conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 regarding size and location limitations.

M. Openings for Items Passing through Concrete:

1. Frame openings in concrete where indicated on Drawings.
2. Establish exact locations, sizes, and other conditions required for openings and attachment of Work specified under other Sections.
3. Coordinate Work to avoid cutting and patching of concrete after placement.
4. Perform cutting and repairing of concrete required as result of failure to provide required openings.

N. Screeds:

1. Set screeds and establish levels for tops of and finish on concrete slabs.
2. Slope slabs to drain where required or as indicated on Drawings.
3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms; remove freestanding water.

O. Screed Supports:

1. For concrete over waterproof membranes and vapor retarder membranes, use cradle-, pad-, or base-type screed supports that will not puncture membrane.
2. Staking through membrane is not permitted.

P. Cleanouts and Access Panels:

1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris, and waste material.
2. Clean forms and surfaces against which concrete is to be placed.
3. Remove chips, sawdust, and other debris.
4. Thoroughly blow out forms with compressed air just before concrete is placed.

3.3 TOLERANCES

- A. Construct formwork to maintain tolerances according to ACI 301.
- B. Tolerances: Construct formwork to produce completed concrete surfaces within construction tolerances according to ACI 117.
- C. Camber:
 1. According to ACI 301.

3.4 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Requirements for inspecting and testing.

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- B. Section 017000 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- C. Inspection:
 - 1. Inspect erected formwork, shoring, and bracing to ensure that Work complies with formwork design and that supports, fastenings, wedges, ties, and items are secure.
 - 2. Notify Architect/Engineer after placement of reinforcing steel in forms but prior to placing concrete.
 - 3. Schedule concrete placement to permit formwork inspection before placing concrete.

3.5 ATTACHMENTS

- A. Basement Walls Not Exposed to View: Site-fabricated plywood coated with form oil.
- B. Basement Walls Exposed to View: Site-fabricated rough-sawn lumber.
- C. Supported Floor Slabs: Prefabricated glass-fiber pan forms, treated for exposed-to-view finish.

END OF SECTION 031000

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SECTION 032000 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Reinforcing bars.
2. Welded wire fabric.
3. Reinforcement accessories.

B. Related Requirements:

1. Section 031000 - Concrete Forming and Accessories: Form materials, waterstops, and accessories required to form cast-in-place concrete.
2. Section 033000 - Cast-in-Place Concrete: Cast-in-place or in-situ concrete for structural building frame, slabs on grade, and other concrete components associated with building.
3. Section 033500 - Concrete Finishing: Reinforcement for concrete floor toppings.

1.2 REFERENCE STANDARDS

A. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete.
2. ACI 318 - Building Code Requirements for Structural Concrete.
3. ACI 530/530.1 - Building Code Requirements and Specification for Masonry Structures.
4. ACI SP-66 - ACI Detailing Manual.

B. American Welding Society:

1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

C. ASTM International:

1. ASTM A184 - Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement.
2. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
3. ASTM A704 - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
4. ASTM A706 - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
5. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
6. ASTM A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.

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7. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
8. ASTM A934 - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
9. ASTM A996 - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
10. ASTM A1064 - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.

D. Concrete Reinforcing Steel Institute:

1. CRSI 10-MSP - Manual of Standard Practice.
2. CRSI 10PLACE - Placing Reinforcing Bars.

1.3 COORDINATION

- A. Section 013000 - Administrative Requirements: Requirements for coordination.
- B. Coordinate Work of this Section with placement of formwork, formed openings, and other Work.

1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings:
 1. Indicate bar sizes, spacings, locations, splice locations, and quantities of reinforcing steel and welded wire fabric.
 2. Indicate bending and cutting schedules.
 3. Indicate supporting and spacing devices.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Submit certified copies of mill test report of reinforcement materials analysis.
- E. Welder Certificates: Certify welders and welding procedures employed on Work, verifying AWS qualification within previous 12 months.
- F. Source Quality-Control Submittals: Indicate results of shop or factory tests and inspections.
- G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- H. Qualifications Statement:
 1. Welders: Qualify procedures and personnel according to AWS D1.1.

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1.5 QUALITY ASSURANCE

- A. Perform Work according to CRSI 10-MSP, ACI 301, ACI 318.
- B. Prepare Shop Drawings according to ACI SP-66.

1.6 QUALIFICATIONS

- A. Welders: AWS qualified within previous 12 months for employed weld types.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.8 EXISTING CONDITIONS

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

PART 2 - PRODUCT

2.1 REINFORCEMENT

- A. Deformed and Plain Reinforcement:
 - 1. Material: Steel bars.
 - 2. Comply with ASTM A706.
 - 3. Yield Strength: 60 ksi.
 - 4. Finish: Uncoated.

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B. Welded Deformed Wire Fabric:

1. Comply with ASTM A1064.
2. Configuration: Flat sheets or Coiled rolls.
3. Finish: Uncoated.

2.2 FABRICATION

- A. Fabricate concrete reinforcement according to CRSI 10-MSP and ACI 318.
- B. Form standard hooks for 180-degree bends, 90-degree bends, stirrups and tie hooks, and seismic hooks as indicated on Drawings.
- C. Form reinforcement bends with minimum diameters according to ACI 318.
- D. Fabricate column reinforcement with offset bends at reinforcement splices.
- E. Form spiral column reinforcement from minimum 3/8-inch diameter continuous deformed bar or wire.
- F. Form ties and stirrups from following:
1. Bars No. 10 and Smaller: No. 3 deformed bars
 2. Bars No. 11 and Larger: No. 4 deformed bars.
- G. Weld reinforcement according to AWS D1.4.
- H. Splicing:
1. If not indicated on Drawings, locate reinforcement splices at point of minimum stress.
 2. Obtain approval of splice locations from Architect/Engineer.

2.3 ACCESSORY MATERIALS

- A. Tie Wire:
1. Minimum 16 gage, annealed type
- B. Chairs, Bolsters, Bar Supports, and Spacers:
1. Size and Shape: To strengthen and support reinforcement during concrete placement conditions.
 2. Where vapor retarder is used, furnish load-bearing pad on bottom to prevent vapor retarder puncture.
- C. Special Chairs, Bolsters, Bar Supports, and Spacers Adjacent to Weather-Exposed Concrete Surfaces:
1. Material: Plastic-coated or Stainless steel.

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- 2. Size and Shape: To meet Project conditions.
- D. Reinforcing Splicing Devices:
 - 1. Type: Mechanical threaded; full tension and compression.
 - 2. Size: To fit joined reinforcing.
- E. Epoxy Coating Patching Material: Type as recommended by coating manufacturer.

2.4 SOURCE QUALITY CONTROL

- A. Provide shop inspection and testing of completed assembly.
- B. Section 014000 - Quality Requirements: Requirements for testing, inspection, and analysis.
- C. Certificate of Compliance:
 - 1. If fabricator is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
 - 2. Specified shop tests are not required for Work performed by approved fabricator.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Place, support, and secure reinforcement against displacement.
- B. Do not deviate from required position beyond specified tolerance.
- C. Do not weld crossing reinforcement bars for assembly except as permitted by Architect/Engineer.
- D. Do not displace or damage vapor retarder.
- E. Accommodate placement of formed openings.
- F. Spacing:
 - 1. Space reinforcement bars with minimum clear spacing according to ACI 318 equal to one bar diameter but not less than 1 inch.
 - 2. If bars are indicated in multiple layers, place upper bars directly above lower bars.
- G. Maintain minimum concrete cover around reinforcement according to ACI 318 applicable as follows:
 - 1. Footings and Concrete Formed against Earth: 3 inches.
 - 2. Concrete Exposed to Earth or Weather:

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- a. No. 6 Bars and Larger: 2 inches.
 - b. No. 5 Bars and Smaller: 1-1/2 inches.
- 3. Supported Slabs, Walls, and Joists:
 - a. No. 14 Bars and Larger: 1-1/2 inches.
 - b. No. 11 Bars and Smaller: 3/4 inch.
- 4. Beams and Columns: 1-1/2 inches.
- 5. Shell and Folded Plate Members:
 - a. No. 6 Bars and Larger: 3/4 inch.
 - b. No. 5 Bars and Smaller: 1/2 inch.
- H. Bond and ground reinforcement as specified in Section 260526 - Grounding and Bonding for Electrical Systems.

3.2 TOLERANCES

- A. Section 014000 - Quality Requirements: Requirements for tolerances.
- B. Install reinforcement within following tolerances for flexural members, walls, and compression members:
 - 1. Reinforcement Depth Greater Than 8 Inches:
 - a. Depth Tolerance: Plus or Minus 3/8 inch.
 - b. Concrete Cover Tolerance: Minus 3/8 inch.
 - 2. Reinforcement Depth Less Than or Equal to 8 Inches:
 - a. Depth Tolerance: Plus or Minus 1/2 inch.
 - b. Concrete Cover Tolerance: Minus 1/2 inch.
- C. Foundation Walls: Install reinforcement within tolerances according to ACI 530/530.1.

3.3 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Requirements for inspecting and testing.
- B. Section 017000 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- C. Field inspection and testing will be performed by Owner's testing laboratory according to ACI 318 .
- D. Provide unrestricted access to Work and cooperate with appointed inspection and testing firm.
- E. Reinforcement Inspection:

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1. Placement Acceptance: Inspect specified and ACI 318 material requirements and specified placement tolerances.
2. Welding: Inspect welds according to AWS D1.1.
3. Periodic Placement Inspection: Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.
4. Weldability Inspection: Inspect for reinforcement weldability if formed from steel other than ASTM A706.
5. Continuous Weld Inspection: Inspect reinforcement according to ACI 318.
6. Periodic Weld Inspection: Inspect other welded connections.

3.4 ATTACHMENTS

- A. Reinforcement for Superstructure Framing Members: Deformed bars, unfinished.
- B. Reinforcement for Foundation Wall Framing Members and Slabs on Grade: Deformed bars and wire fabric, galvanized finish.
- C. Reinforcement for Parking Structure Framing Members: Deformed bars, epoxy-coated finish.

END OF SECTION 032000

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SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes Cast-in-Place Concrete for Following Items:

1. ~~Building frame members.~~
2. ~~Beams, lintels, and columns.~~
3. ~~Shear walls.~~
4. ~~Retaining walls.~~
5. ~~Foundation walls.~~
6. ~~Footings.~~
7. ~~Supported slabs.~~
8. Slabs on grade.
9. ~~Control, expansion, and contraction joint devices.~~
10. ~~Equipment pads.~~
11. ~~Light pole base.~~
12. ~~Flagpole base.~~
13. ~~Thrust blocks.~~
14. ~~Manholes.~~

B. Related Requirements:

1. Section 031000 - Concrete Forming and Accessories: Formwork and accessories, Placement of joint devices in formwork, Placement of joint device anchors in formwork.
2. Section 032000 - Concrete Reinforcing: Requirements for reinforcing steel and supports.
3. ~~Section 033500 - Concrete Finishing: Finishing of concrete floor surfaces.~~
4. Section 033900 - Concrete Curing: Curing
5. ~~Section 079000 - Joint Protection: Requirements for sealants and primers.~~
6. ~~Section 079500 - Expansion Control: Requirements for expansion and control joint cover assemblies.~~
7. ~~Section 312323 - Fill: Sand layer over vapor retarder.~~

1.2 REFERENCE STANDARDS

A. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete.
2. ACI 305R - Guide to Hot Weather Concreting.
3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
4. ACI 308.1 - Specification for Curing Concrete.
5. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:

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1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
2. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
3. ASTM C33 - Standard Specification for Concrete Aggregates.
4. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
5. ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
6. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
7. ASTM C143 - Standard Test Method for Slump of Hydraulic-Cement Concrete.
8. ASTM C150 - Standard Specification for Portland Cement.
9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
10. ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
12. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
13. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
14. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
15. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
16. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
17. ASTM C685 - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
18. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
19. ASTM C989 - Standard Specification for Slag Cement for Use in Concrete and Mortars.
20. ASTM C1017 - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
21. ASTM C1064 - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
22. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
23. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete.
24. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.
25. ASTM C1218 - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
26. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
27. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
28. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
29. ASTM D1752 - Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
30. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
31. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

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33. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
34. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 COORDINATION

- A. Section 013000 - Administrative Requirements: Requirements for coordination.
- B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on joint devices, attachment accessories, and admixtures.
- C. Design Data:
 1. Submit concrete mix design for each concrete strength.
 2. Submit separate mix designs if admixtures are required for following:
 - a. Hot and cold weather concrete Work.
 - b. Air entrained concrete Work.
 3. Identify mix ingredients and proportions, including admixtures.
 4. Identify chloride content of admixtures and whether or not chlorides were added during manufacture.
- D. Samples: Submit two samples of expansion/contraction joints and control joints.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer Instructions: Submit installation procedures and interfacing required with adjacent Work.
- G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.5 CLOSEOUT SUBMITTALS

- A. Section 017000 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of embedded utilities and components concealed from view in finished construction.

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1.6 QUALITY ASSURANCE

- A. Perform Work according to ACI 301 and ACI 318.
- B. Comply with ACI 305R when pouring concrete during hot weather.
- C. Comply with ACI 306.1 when pouring concrete during cold weather.
- D. Acquire cement and aggregate from one source for Work.

1.7 AMBIENT CONDITIONS

- A. Section 015000 - Temporary Facilities and Controls: Requirements for ambient condition control facilities for product storage and installation.
- B. Maintain concrete temperature after installation at minimum 50 degrees F for minimum seven days.

PART 2 - PRODUCTS

2.1 PERFORMANCE AND DESIGN CRITERIA

- A. Vapor Retarder Permeance: Maximum 1 perm when tested according to ASTM E96, water method.

2.2 MATERIALS

- A. Concrete:
 - 1. Cement:
 - a. Comply with ASTM C150, Type II - Moderate Sulfate Resistant
 - b. Type: Portland.
 - 2. Hydraulic Cement:
 - a. Comply with ASTM C1157
 - 3. Expansive Hydraulic Cement: Comply with ASTM C845.
 - 4. Normal Weight Aggregates:
 - a. Comply with ASTM C33
 - b. Coarse Aggregate Maximum Size: According to ACI 318 and the mix designs specified below.
 - 5. Water:

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- a. Comply with ACI 318.
- b. Potable, without deleterious amounts of chloride ions, in compliance with ASTM C 94.

B. Admixtures:

1. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride. All admixtures shall comply with ASTM C494.
2. Air-Entraining Admixture: ASTM C 260.
 - a. Daravair 1000; W. R. Grace & Co.
 - b. MB-AE90-BASF Construction Chemicals, LLC.
 - c. Substitutions or approved equal.
3. Mid-Range Water-Reducing Admixture: ASTM C 494, Type A. Mid-range waterreducers shall only be accepted for use in concrete with water/cement ratios of .45 and above.
 - a. Daracem 55; W. R. Grace & Co.
 - b. Poly Heed 1020-BASF Construction Chemicals, LLC.
 - c. Substitutions or approved equal.
4. High-Range Water-Reducing Admixture: ASTM C 494, Type F. High-range waterreducers shall be required for use in all concrete with water/cement ratios below 0.45.
 - a. ADVA 140; W. R. Grace & Co.
 - b. Glenium 3030 NS-BASF Construction Chemicals, LLC.
 - c. Substitutions or approved equal.
5. 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.
 - a. DCI S (Normal Weather Concreting); W. R. Grace & Co., Construction Products.
 - b. DCI (Cold Weather Concreting); W. R. Grace & Co., Construction Products.
 - c. Substitutions or approved equal.
6. Shrinkage Reducing Admixture: Shall be used for air-entrained concrete where freeze-thaw durability is required in structural members where cracks due to shrinkage are prevalent and the repercussions are most severe.
 - a. Eclipse Plus; W. R. Grace & Co., Construction Products.
 - b. Substitutions or approved equal.
7. Shrinkage Reducing Admixture: Shall be for indoor slabs-on-grade, and may be used for any concrete where there is no requirement for entrained air.
 - a. Eclipse Floor; W. R. Grace & Co., Construction Products.
 - b. Approved Equal – Section 00710 – Paragraph 6.05.A.1.
8. Fly Ash: Comply with ASTM C618.
9. Silica Fume: Comply with ASTM C1240.
10. Slag:
 - a. Description: Ground-granulated blast-furnace slag.
 - b. Comply with ASTM C989
 - c. Grade 100.
11. Plasticizing:

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- a. Comply with ASTM C1017
- b. Type I, plasticizing, or II, plasticizing and retarding.

C. Joint Devices and Filler:

1. Joint Filler, Type A

- a. Description: Asphalt-impregnated fiberboard or felt.
- b. Comply with ASTM D1751 and D994.
- c. Thickness: 1/4 inch
- d. Profile: Tongue-and-groove.

2. Joint Filler, Type C

- a. Description: Premolded sponge rubber.
- b. Comply with ASTM D1752.
- c. Thickness: 1/2 inch

3. Construction Joint Devices:

- a. Material: Integral galvanized steel or extruded plastic.
- b. Profile: Tongue-and-groove with removable top strip exposing sealant trough and knockout holes spaced at 6 inches o.c.
- c. Furnish ribbed steel spikes with tongue to fit top screed edge.

4. Expansion and Contraction Joint Devices:

- a. Comply with ASTM B221.
- b. Material: Extruded aluminum.
- c. Filler Strip: Resilient neoprene with Shore A hardness of 35 to permit plus or minus 25 percent joint movement with full recovery.
- d. Cover Plate: Vinyl, of longest manufactured length at each location, and flush mounted.

5. Sealant:

- a. Comply with ASTM D6690.
- b. Type: [I] [II] [III] [IV].

6. Sealant:

- a. Description: Cold-applied,

2.3 CONCRETE MIX

- A. Select proportions for concrete according to ACI 318 without trial mixtures or field test data if approved by Architect/Engineer.
- B. Performance and Design Criteria:
 - 1. Compressive Strength: 4,000 psi at 28 days.

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2. Cement Type: ASTM C150
3. Minimum Cementitious Content: 715 lb./cu. yd. of concrete
4. Aggregate Type: Normal weight.
5. Fiber Reinforcement: None
6. Maximum Water-Cement Ratio: 0.40
7. Aggregate Size:
 - a. Maximum: $\frac{3}{4}$ inch.
8. Air Content: 6.5 percent, plus or minus 1.5 percent.
9. Maximum Water: 285 lbs/cy of concrete.
10. Slump:
 - a. Max. initial slump: 3 inches
 - b. Max. slump with high range water reducer: 8 inches
11. Air Content: 6.5%
12. Corrosion Inhibiting Admixture: None

C. Admixtures:

1. Include admixture types and quantities indicated in concrete mix designs only if approved by Architect/Engineer.
2. Cold Weather:
 - a. Use accelerating admixtures in cold weather.
 - b. Use of admixtures will not relax cold-weather placement requirements.
3. Hot Weather: Use set-retarding admixtures.
4. Do not use calcium chloride or admixtures containing calcium chloride.
5. Add air entrainment admixture to concrete mix for Work exposed to freezing and thawing or deicing chemicals.
6. For concrete exposed to deicing chemicals, limit fly ash, pozzolans, silica fumes, and slag content.

D. Ready-Mixed Concrete: Mix and deliver concrete according to ASTM C94 and C685

E. Site-Mixed Concrete: Mix concrete according to ACI 318.

2.4 ACCESSORIES

A. Bonding Agent:

1. Description: Polymer resin emulsion, Polyvinyl acetate, Latex emulsion, Two-component modified epoxy resin, Non-solvent two-component polysulfide epoxy Mineral-filled polysulfide polymer epoxy, Mineral-filled polysulfide polymer epoxy resin, Polyamide-cured epoxy.

B. Vapor Retarder:

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1. Description: Clear polyethylene film. Use Fabric Reinforced in areas that film is subject to aggressive conditions.
2. Comply with ASTM E1745.
3. Thickness: 8 mils
4. Type: As recommended for below-grade application.
5. Joint Tape: As recommended by manufacturer.

C. Non-shrink Grout:

1. Description: Premixed compound consisting of non-metallic aggregate, cement, and water-reducing and plasticizing agents.
2. Comply with ASTM C1107.
3. Minimum Compressive Strength: 2,400 psi in 48 hours and 7,000 psi in 28 days.

D. Concrete Reinforcing Fibers:

1. Description: High-strength industrial-grade fibers specifically engineered for secondary reinforcement of concrete.
2. Comply with ASTM C1116.
3. Tensile Strength: 130 ksi.
4. Toughness: 15 ksi.
5. Fiber Length: $\frac{3}{4}$ inch.
6. Fiber Count: 34 million/lb.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify that anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Previously Placed Concrete:
 1. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent.
 2. Remove laitance, coatings, and unsound materials.

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- C. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels, and pack solid with non-shrink grout.
- D. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- E. Remove water from areas receiving concrete before concrete is placed.

3.3 INSTALLATION

A. Placing Concrete:

1. Place concrete according to ACI 301 and 318.
2. Notify testing laboratory and Architect/Engineer minimum 24 hours prior to commencement of operations.
3. Ensure that reinforcement, inserts, embedded parts, formed expansion and contraction joints, and any penetration castings are not disturbed during concrete placement.
4. Install vapor retarder under interior slabs on grade according to ASTM E1643.
5. Lap joints minimum 6 inches and seal watertight by adhesive applied between overlapping edges and ends.
6. Repairs:
 - a. Repair vapor retarder damaged during placement of concrete reinforcement.
 - b. Using vapor retarder material, lap over damaged areas minimum 6 and seal watertight.
7. Joint Filler:
 - a. Separate slabs on grade from vertical surfaces with ½ -inch- thick joint filler.
 - b. Place joint filler in floor slab pattern placement sequence; set top to required elevations; secure to resist movement by wet concrete.
 - c. Extend joint filler from bottom of slab to within 1/2 of finished slab surface.
 - d. Finish Joint Sealer Requirements: As specified
8. Joint Devices:
 - a. Coordination: Install construction joint devices in coordination with floor slab pattern placement sequence; set top to required elevations; secure to resist movement by wet concrete.
 - b. Install joint device anchors, maintaining correct position to allow joint cover to be flush with floor and wall finish.
 - c. Install joint covers in longest practical length when adjacent construction activity is complete.
9. Deposit concrete at final position, preventing segregation of mix.
10. Place concrete in continuous operation for each panel or section as determined by predetermined joints.
11. Consolidate concrete.
12. Maintain records of concrete placement, including date, location, quantity, air temperature, and test samples taken.

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13. Place concrete continuously between predetermined expansion, control, and construction joints.
 14. Do not interrupt successive placement and do not permit cold joints to occur.
 15. Place floor slabs in indicated checkerboard or saw-cut pattern.
 16. Saw-Cut Joints:
 - a. Saw-cut joints within 12 hours after placing.
 - b. Use 3/16 inch thick blade.
 - c. Cut into 1/4 depth of slab thickness.
 17. Screeding:
 - a. Screed floors and slabs on grade level.
 - b. Surface Flatness: FF 20 maximum 1/4 inch in 10 feet, unless otherwise noted for specific drainage purposes.
- B. Separate Floor Toppings:
1. Prior to placing floor topping, remove deleterious material, roughen substrate concrete surface, and broom and vacuum clean.
 2. Place required dividers, edge strips, reinforcement and other items to be cast in concrete.
 3. Apply bonding agent to substrate.
 4. [Apply sand and cement slurry coat on base course, immediately prior to placing toppings.]
 5. Place concrete floor toppings to required lines and levels.
 6. Place topping in checkerboard panels, with dimension not to exceed 20 feet.
 7. Screed toppings level, maintaining surface flatness of FF 30 maximum 1/8 inch in 10 feet.
- C. Concrete Finishing:
1. Provide formed concrete surfaces to be left exposed, walls, columns, beams, joists with smooth-rubbed finish.
 2. Finish concrete floor surfaces according to ACI 301 and ACI 318.
 3. Wood float surfaces receiving quarry tile, ceramic tile, and terrazzo, with full-bed setting system.
 4. Steel trowel surfaces receiving carpeting, resilient flooring, seamless flooring, thin-set quarry tile, thin-set ceramic tile.
 5. Steel trowel surfaces indicated to be exposed.
 6. In areas with floor drains, maintain floor elevation at walls and pitch surfaces uniformly to drains at 1/8 inch per foot minimum, with wet designated areas at 1/4 inch per foot minimum.
- D. Curing and Protection:
1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
 2. Protect concrete footings from freezing for minimum of 7 days.
 3. Maintain concrete with minimal moisture loss at relatively constant temperature for period as necessary for hydration of cement and hardening of concrete.

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4. Cure concrete according to ACI 308.1 method.
5. Cure floor surfaces according to ACI 301 and ACI 318.
6. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days.
7. Spray water over floor slab areas and maintain wetness for 7 days.

3.4 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Requirements for inspecting and testing.
- B. Section 017000 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- C. Inspection and Testing: Performed by Owner's testing laboratory according to ACI 318.
- D. Provide unrestricted access to Work and cooperate with appointed testing and inspection firm.
- E. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- F. Concrete Inspections:
 1. Continuous Placement Inspection: Inspect for proper installation procedures.
 2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.
- G. Strength Test Samples:
 1. Sampling Procedures: Comply with ASTM C172.
 2. Cylinder Molding and Curing Procedures:
 - a. Comply with ASTM C31.
 - b. Cylinder Specimens: Field cured.
 3. Sample concrete and make one set of three cylinders for every 50 cu. yd. or less of each class of concrete placed each day, and for every 1,000 sq. ft. of surface area for slabs and walls.
 4. If volume of concrete for a class of concrete would provide less than five sets of cylinders, take samples from five randomly selected batches, or from every batch if less than five batches are used.
 5. Make one additional cylinder during cold weather concreting and field cure.
- H. Field Testing:
 1. Slump Test Method: Comply with ASTM C143.
 2. Air Content Test Method: Comply with ASTM C173 and C231.
 3. Temperature Test Method: Comply with ASTM C1064.
 4. Compressive Strength Concrete:
 - a. Measure slump and temperature for each sample.

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- b. Measure air content in air-entrained concrete for each sample.

I. Cylinder Compressive Strength Testing:

- 1. Test Method: Comply with ASTM C39.
- 2. Test Acceptance: According to ACI 318.
- 3. Test one cylinder at seven days.
- 4. Test one cylinder at 28 days.
- 5. Retain one cylinder for 365 days for testing when requested by Architect/Engineer.
- 6. Submit to Owner remaining cylinders if testing is not required.

J. Patching:

- 1. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
- 2. Honeycombing or Embedded Debris in Concrete:
 - a. Not acceptable.
 - b. Notify Architect/Engineer upon discovery.
- 3. Patch imperfections as directed by Architect/Engineer according to ACI 301 and according to ACI 318.

K. Defective Concrete:

- 1. Description: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.
- 2. Repair or replacement of defective concrete will be determined by Architect/Engineer.
- 3. Do not patch, fill, touch up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

3.5 ATTACHMENTS

A. Schedule - Concrete Types and Finishes:

- 1. Foundation Walls: 4,000 psi, 28-day concrete; form finish with honeycomb-filled surface.

B. Schedule - Joint Fillers:

- 1. Basement Floor Slab Perimeter Joint Filler: Type A; set 1/8 inch below floor slab elevation.
- 2. Exterior Retaining Wall at Loading Dock Joint Filler: Type F; recessed 3/8 inch; provide sealant cover.

END OF SECTION 033000

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SECTION 033900 - CONCRETE CURING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Initial and final curing of horizontal and vertical concrete surfaces.
- B. Related Requirements:
 - 1. Section 033000 - Cast-in-Place Concrete: Cast-in-place or in-situ concrete for structural building frames, slabs on fill or grade, and other concrete components associated with construction.
 - 2. Section 033500 - Concrete Finishing: Surface finishing of concrete floor slabs and toppings.

1.2 REFERENCE STANDARDS

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 302.1 - Guide to Concrete Floor and Slab Construction.
 - 3. ACI 308.1 - Specification for Curing Concrete.
 - 4. ACI 318 - Building Code Requirements for Structural Concrete and Commentary.
- B. ASTM International:
 - 1. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
 - 2. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - 3. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
 - 4. ASTM D2103 - Standard Specification for Polyethylene Film and Sheeting.

1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer's information on curing compounds, mats, paper, and film, including compatibilities and limitations.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.

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E. Qualifications Statement:

1. Submit qualifications for manufacturer.

1.4 QUALITY ASSURANCE

- A. Perform Work according to ACI **301, 302.1, 308.1, and 318.**

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 2. Provide additional protection according to manufacturer instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Membrane-Curing Compound **Type A:**
1. Comply with ASTM C309
- B. Membrane-Curing Compound:
1. Comply with ASTM C1315
- C. Non-membrane-Forming Curing Compound **Type B**
1. Liquid, penetrating, silicate-based type.
 2. Type: Combination curing, hardening, and dustproofing.
- D. Absorptive Mats **Type C:**
1. Description:
 - a. Material: Burlap-polyethylene (PE).
 - b. Minimum Weight: **9 oz./sq. yd.**

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- c. Bonded to prevent separation during handling and placing.
- 2. Description: Comply with ASTM C171.
- E. Waterproof Paper **Type D**:
 - 1. Description: Curing paper treated to prevent separation during handling and placing.
 - 2. **Comply with ASTM C171.**
- F. PE Film **Type E**:
 - 1. Comply with ASTM **C171 and D2103.**
 - 2. Thickness: **6 mils**
- G. Water: Potable; not detrimental to concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for application examination.
- B. Verify that substrate surfaces are ready to be cured.

3.2 APPLICATION

- A. Horizontal Surfaces:
 - 1. Comply with ACI 308.1.
 - 2. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days.
 - 3. Spraying: Spray water over floor slab areas and maintain wet for 7 days.
 - 4. Absorptive Mat:
 - a. Spread **cotton fabric** over floor slab areas.
 - b. Spray with water until mats are saturated and maintain in saturated condition for 7 days.
 - 5. Absorptive Mat:
 - a. Saturate burlap-PE and place burlap-side down over floor slab areas.
 - b. Lap ends and sides.
 - c. Maintain in place for 7 days.
 - 6. Membrane-Curing Compound: Apply curing compound in **two coats with second coat applied at right angles to first.**
 - 7. Non-membrane-Forming Curing Compound:

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- a. Apply curing compound in one coat **and scrub compound into surface.**
- b. Maintain surface wet with curing compound, without ponding, for time as recommended by manufacturer.

8. PE Film:

- a. Spread over floor slab areas.
- b. Lap edges and sides.
- c. Seal with pressure-sensitive tape **and cover with plywood.**
- d. Maintain in place for 7 days.

B. Vertical Surfaces:

1. Comply with ACI 308.1
2. Spraying: Spray water over surfaces and maintain wet for 7 days.
3. Membrane-Curing Compound: Apply compound in **two coats with second coat applied at right angles to first.**
4. Non-membrane-Forming Curing Compound:
 - a. Apply curing compound in one coat **and scrub compound into surface.**
 - b. Maintain surface wet with curing compound, without ponding, for time as recommended by manufacturer.

3.3 PROTECTION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Do not permit traffic over unprotected floor surfaces.

3.4 ATTACHMENTS

A. Storage Area Slabs:

1. Description: Absorptive mats.
2. Type: Burlap-PE.

B. Retaining Walls:

1. Description: Membrane-curing compound.
2. Type: Acrylic.
3. Color: Clear.

C. Concrete Pavement:

1. Description: Membrane-curing compound.
2. Color: Opaque.

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D. Other Floor Areas:

1. Description: Membrane-curing compound.
2. Type: Acrylic.
3. Color: Translucent.

END OF SECTION 033900

APPENDIX E



Contractor's Application for Payment No. _____

	Application Period:	Start Finish		Application Date:	
To (Owner):	From (Contractor):			Technical Reviewer: (Engineer):	
TOWN OF WILLSBORO	TBA			N/A	
Project:	Contract:			Funding Agency & Contact:	
BOAT LAUNCH RECONSTRUCTION	P-1020-2020			N/A	
Owner's Contract No.:	Contractor's Project No.:			Engineer's Project No.:	
N/A				N/A	

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

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

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

APPENDIX F

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)

Bv:

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

ATTACHMENT A
PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State
Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

- (a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.
 - (1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.
 - (2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.
- (b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.
 - (1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
 - (2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

- (3) Make a determination on the record as it exists.
- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Tracy Prawdzik, Division Direction Bureau Chief
NYS DEC, Division of Lands and Forests
625 Broadway, 5th floor
Albany, NY 12233-4250

The designated appeal individual to review decisions is:

Francis E. Sheehan, Assistant Director
NYS DEC, Division of Lands and Forests
625 Broadway, 5th floor
Albany, NY 12233-4250
518-402-9405

The Chair of the Contract Review Committee is:

Department of Environmental Conservation

Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
 - (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j) (1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

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- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

VII. Intellectual Property and Copyright Materials

Title to and the right to determine the disposition of any copyrights, or copyrightable materials or intellectual property FIRST produced or created in the performance of this Project remains with the Contractor provided that the Contractor agrees to grant to the Department an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such material for its own purposes.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:
 - (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
 - (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
 - (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:
 - (1) procure for the Department the right to continue using the same item or parts thereof;
 - (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
 - (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
 - (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining

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thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
 - (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
 - (2) alterations of the items by the Department;
 - (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
 - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
 - (5) use of items in a manner for which the same were neither designed nor contemplated; or
 - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

X. Article 15-Requirements

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

1. General Provisions

- A. 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.
- B. 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

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("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.

- C. 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.

2. Contract Goals

- A. For purposes of this procurement, the Department hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. 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/FrontEnd/VendorSearchPublic.asp> or email: mwbecertification@esd.ny.gov

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.

- C. 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.

3. Equal Employment Opportunity (EEO)

- A. 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:
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. 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 10% Minority Labor Force Participation, 10% Female Labor Force Participation.

B. 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.

C. Workforce Employment Utilization Report Form ("Workforce Report")

- 1. 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.
- 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- 3. 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.

- D. 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.

4. MWBE Utilization Plan

- A. 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.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

- C. 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.

5. Waivers

- A. For Waiver Requests Contractor should use Waiver Request Form.
- B. 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.
- C. 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.

6. 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.

7. Liquidated Damages - MWBE Participation

- A. 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.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. 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.

8. Forms

The following forms referenced in Article IX 3-A-3, 3B, 3C and 5A 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 Disability Act

In the event the monies defined herein are to be used for the development of facilities, the Contractor shall comply with all requirements for providing barrier-free access for the handicapped as established by Article 4A of the New York State Public Buildings Law, Americans with Disability Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code.

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

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 applicable to the project work plan, hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract. 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, in form satisfactory to the Department, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Department. The certificate shall list the Department and the State of New York as additional insureds, except with respect to worker's compensation and disability coverage. An endorsement in writing added to and made part of the insurance contract for the purpose of changing the original terms such that the Department and the State of New York are added as additional insured. In addition, the applicable insurance policy number(s) referenced on the ACCORD form must be referenced on the endorsement. A copy of the endorsement page, showing the Department and the State of New York as additional insured, must be provided to the Department. This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance of the work. The kinds and amounts of insurance required are as follows:

1. Policy covering the obligations of the Contractor in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits.

The *only* forms which are accepted as proof of Workers' Compensation Insurance are as follows:

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

The *only* forms which are accepted as proof of Disability Benefit Insurance are as follows:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-120.2	Certificate of Participation in Disability Benefits Group Self-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 Lands and Forests
625 Broadway, Albany, NY 12233-4250, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Worker's Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

2. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. 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).

3. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.

3. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein.

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.

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"/>	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 Willsboro

Robert Wick, Project Manager
5 Farrell Rd.
Willsboro NY 12996

Schedule Year 2019 through 2020
Date Requested 02/18/2020
PRC# 2020002204

Location Town of Willsboro
Project ID# P-1020-2020
Project Type Excavation, grading, sub base, concrete work, soil & erosion controls.

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 ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen 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 journeyman'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 Willsboro

Robert Wick, Project Manager
5 Farrell Rd.
Willsboro NY 12996

Schedule Year 2019 through 2020
Date Requested 02/18/2020
PRC# 2020002204

Location Town of Willsboro
Project ID# P-1020-2020
Project Type Excavation, grading, sub base, concrete work, soil & erosion controls.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

- **Civil Penalty**
 - First offense: Up to \$2,500 per employee
 - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
 - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

**These wages are set by law and must be posted
at the work site. They can also be found at:**
www.labor.ny.gov

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: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
 Bureau of Public Work
 State Office Campus, Bldg. 12
 Albany, NY 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	02/01/2020
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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

Boilermaker	\$ 37.29	\$ 38.59
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SUPPLEMENTAL BENEFITS

Per hour

07/01/2019 01/01/2020

Journeyman	\$ 24.53 + 1.24*	\$ 24.81 + 1.24*
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* 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

07/01/2019

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*

01/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th
18.60	18.60	19.50	20.37	21.26	22.15	23.04	23.92
+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	02/01/2020
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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

02/01/2020

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

02/01/2020

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
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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

02/01/2020

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	02/01/2020
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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
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Mechanic	\$ 46.00	\$ 47.51
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Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate
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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
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Journeyman/Helper	\$ 33.705*	\$ 34.765*
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(*)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

02/01/2020

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	5/01/2021
		Additional	Additional
Glazier Base Wage	\$ 29.15	\$ 1.75	\$ 1.75
+ additional \$2.20 per hour for all hours worked			
High Work Base Wage*	31.55		
+ additional \$3.55 per hour for all hours worked			

(*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 20.06
Journeyman	
High Work	25.36

OVERTIME PAY

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

Premium is applied to the respective base wage only.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier One Year and 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$2.20 per hour for all hours worked for all terms			

Apprentice Glazier Hi-Work One Year and 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.52 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.39
2nd-4th term	20.06
Apprentice High Work	
1st term	19.34
2nd-4th term	25.36

1-201

Insulator - Heat & Frost

02/01/2020

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Wages per hour	07/01/2019	8/4/2019
Asbestos Worker*	\$ 36.04	\$ 35.62
Insulator*	36.04	35.62
Firestopping Worker*	30.64	30.28

(*)On Mechanical Systems only.

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

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 21.94	\$ 22.36
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OVERTIME PAY

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

*B1=Double time begins after 10 hours on Saturday

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices	\$ 21.94	\$ 22.36
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1-40

Ironworker

02/01/2020

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 Worcester.

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

02/01/2020

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

02/01/2020

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

02/01/2020

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

02/01/2020

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

02/01/2020

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	\$ 4.73	\$ 4.73
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*plus 3% of
wage paid

*plus 3% of
wage paid

*plus 3% of
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

02/01/2020

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

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

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

** 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

02/01/2020

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

* 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

02/01/2020

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

02/01/2020

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
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

02/01/2020

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

02/01/2020

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
Heavy & Highway

\$ 28.59
30.59

\$ 1.25
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

02/01/2020

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:

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

CLASS B:

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

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

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

WAGES per hour

	07/01/2019	07/01/2020	07/01/2021
Class # A1	\$ 44.68	45.67	46.71

Class # A	44.19	45.18	46.22
Class # B	43.17	44.16	45.20
Class # C	40.27	41.26	42.30

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

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

Additional \$0.40 per hr for tunnel or excavation of shaft 40" or more deep.

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

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2019	07/01/2020	07/01/2021
Journeyman	\$ 27.10	28.25	29.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

Employees who work a Saturday holiday shall be paid double time plus 8 hours of straight time.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2019	07/01/2020	07/01/2021
All terms	\$ 22.40	23.55	24.70

1-158 Alb

Operating Engineer - Heavy&Highway

02/01/2020

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 Insertor (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
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60% 70% 80% 90%

Supplemental Benefits per hour worked

All Terms 07/01/2019
\$ 22.70

1-158H/H Alb

Operating Engineer - Marine Dredging

02/01/2020

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 add \$ 0.33	11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew

02/01/2020

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**02/01/2020**

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**02/01/2020**

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, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to 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); Revinius 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
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SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.60	\$ 30.75	\$ 31.90	\$ 33.05
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OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman"s wage.

1st term	60% of Class B
2nd term	65% of Class B
3rd term	70% of Class B
4th term	75% of Class B

SUPPLEMENTAL BENEFITS per hour paid: Same as Journeyman

7-158-832TL.

Painter

02/01/2020

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
Structrual 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
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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**02/01/2020**

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**02/01/2020**

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

02/01/2020

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
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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

02/01/2020

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

02/01/2020

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
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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 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 1500 hrs.	58%
2nd Term 1 yr. and 1500 hrs.	74%
3rd Term 1 yr. and 1050 hrs.	90%

Supplemental Benefits per hour worked

1st Term	\$ 17.69
2nd Term	18.12

3rd Term 18.60

1-241

Sheetmetal Worker

02/01/2020

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	06/01/2021
		Additional	Additional
Sheetmetal Worker	\$33.16	\$ 1.75	\$ 1.75

All work requiring HAZWOPER Training additional \$1.00 per hour

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$33.09

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$18.44
2nd term	\$19.99
3rd term	\$20.77
4th term	\$21.55
5th term	\$20.34
6th term	\$21.35
7th term	\$23.04
8th term	\$24.73
9th term	\$26.41
10th term	\$28.10

Supplemental Benefits per hour worked

1st term	\$20.30
2nd term	20.88
3rd term	21.18
4th term	21.60
5th term	27.62
6th term	28.05
7th term	28.77
8th term	29.49
9th term	30.21
10th term	30.93

1-83

Sprinkler Fitter

02/01/2020

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2019
Sprinkler \$ 34.91
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 24.93

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.22	\$ 17.89	\$ 17.93	\$ 18.48	\$ 18.52	\$ 18.57	\$ 18.61	\$ 18.66	\$ 18.70

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.04	\$ 18.04	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29

1-669

Teamster - Building

02/01/2020

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 Boyston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

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
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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

7-687B

Teamster - Heavy&Highway

02/01/2020

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 Boyston, 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
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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

02/01/2020

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 02/03/2020
Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANNA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/12/2020
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
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	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	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		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****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

NYSDOL Bureau of Public Work Debarment List 02/03/2020
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DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 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	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSDR DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		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 CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022

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DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O C.J-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		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON 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	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
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 ROADAUBURN 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	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND 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 TSOUMAS		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

NYSDOL Bureau of Public Work Debarment List 02/03/2020

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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	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
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
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
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	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2019	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/09/2018	01/09/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET	02/26/2016	02/26/2021

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DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/09/2018	01/09/2023
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE 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 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020

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DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2 REGO PARK NY 11374	04/20/2017	04/20/2022
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		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
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	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

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DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
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

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DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	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	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
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	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
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		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
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

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DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
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	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	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	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 CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A. FRESINA			08/26/2016	08/26/2021

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DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****2117	SCOTT ELECTRICAL SERVICE, LLC.		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
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 NWATLANTA GA 30318	12/01/2015	12/01/2020

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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	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 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	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTI BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

APPENDIX I

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

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.