

CONTRACT SPECIFICATIONS

FOR



GREENPORT TRANSFER STATION FACILITY EXPANSION

**PREPARED FOR
COLUMBIA COUNTY DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DEPARTMENT
401 STATE STREET
HUDSON, NY 12534**

**GENERAL CONTRACT WORK
5136.0**

PREPARED BY:



**CRAWFORD & ASSOCIATES
ENGINEERING, P.C.
4411 ROUTE 9
SUITE 200
HUDSON, NEW YORK 12534
Dated: June 21, 2021**

COLUMBIA COUNTY
GREENPORT TRANSFER STATION FACILITY EXPANSION
CONTRACT NUMBER 5136.0
NOTICE TO BIDDERS

Sealed bids for Contract No. 5136.0 are sought for the Greenport Transfer Station Facility Expansion Project, construction of a pre-engineered wood structure; including, but not limited to, pavement removal, installation of new \pm 2860 s.f. building, site grading, utilities, and paving. The project is located along 51 Newman Road in the City of Hudson. Sealed bids are sought and invited by the Columbia County, New York, as set forth in specifications dated June 21, 2021, prepared by Crawford & Associates Engineering, P.C., 4411 Route 9, Suite 200, Hudson, New York, 12534.

Bids will be received at the office of Central Services, 401 State Street, Hudson, NY 12534, until 11:00 a.m. on August 9, 2021. The bids will be publicly opened and read aloud immediately thereafter at the Columbia County Hall, 401 State Street, Hudson, NY 12534.

All activities on site shall be consistent with State and Federal regulations. This job is subject to prevailing wages. Current wage rates are provided within the Bid Documents.

All bid documents and all contracts, including specifications governing the contract (Bid Documents) may be examined during regular office hours at the Central Services Office, 401 State Street, Hudson, NY 12534 between the hours of 9:00 am and 3:00 pm on or after June 21, 2021.

Paper copies of the Bid Documents may be office of Crawford & Associates Engineering, P.C., 4411 Route 9, Suite 200, Hudson, New York, 12534 upon payment of a fee of fifty (50) dollars for each paper copy of specifications obtained. All payments shall be in the form of a check or money order made payable to Crawford and Associates. To obtain paper copies of the Bid Documents please call the Crawford and Associates to schedule an appointment. Electronic copies of the Bid Documents are provided without a fee and can be obtained by emailing rloucks@cloucksandassociates.com.

Starting promptly at 9:00 a.m., prospective bidders are advised that there will be a pre-bid meeting on July 12, 2021 at the project site located at 51 Newman Road, Hudson, NY 12534. Questions regarding the project plans and specifications will be accepted in writing until noon on July 19, 2021.

Each bidder must deposit with the bid the required security in the amount of not less than five percent (5%) of the base bid in the form of a certified check or a bid bond subject to the conditions of the bid documents.

No bid will be accepted unless a signed Certification of Non-Collusion is submitted with the bid.

Columbia County expressly reserves the right to waive any informality in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the County may appear to require.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the bid opening.

By order of Columbia County, NY.

Date: June 21, 2021

GREENPORT TRANSFER STATION FACILITY EXPANSION COLUMBIA COUNTY, NY

TABLE OF CONTENTS

CONTRACT SPECIFICATIONS

DIVISION 100 INSTRUCTIONS TO BIDDERS

DIVISION 200 BID

1. Bid
2. Bid Bond
3. Certificate of Non-Collusion by Bidders
4. Bid Sheet

DIVISION 300 CONTRACT DOCUMENTS

1. Contract Agreement
2. Standard Clauses for Municipal Contracts
3. Performance Bond
4. Labor & Material Payment Bond
5. Supplementary Conditions of the Contract for Construction

DIVISION 400 GENERAL CONDITIONS FOR THE CONTRACT
Prevailing Wage Schedules

DIVISION 500 SPECIAL CONDITIONS

DIVISION 600 TECHNICAL SPECIFICATIONS

SPECIFICATIONS

FOR

GREENPORT TRANSFER STATION FACILITY EXPANSION

COLUMBIA COUNTY, NEW YORK

**GENERAL CONSTRUCTION WORK
CONTRACT NO. 5136.0**

DIVISION 100

INSTRUCTIONS TO BIDDERS

PREPARED BY:

**CRAWFORD & ASSOCIATES
ENGINEERING, P.C.
4411 ROUTE 9
SUITE 200
HUDSON, NEW YORK 12534**

INSTRUCTIONS TO BIDDERS

ARTICLE A: GENERAL PROVISIONS

A.1 Location and Description of Project

The project is located 51 Newman Road, Hudson, NY 12534. Specific plans showing the proposed project may be obtained by contacting CRAWFORD & ASSOCIATES, Attention: Ryan Loucks at (518) 828-2700, ext. 1113 or email at rloucks@crawfordandassociates.com.

A. 2 Definitions

- (a) "Bid Documents" shall mean the Bidding Requirements and the Contract Documents, listed below, both as a whole and separately. Except for titles, sub-titles, headings, running headlines, table of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this proposal:

Bidding Requirements

- 1) Notice to Bidders
- 2) Instructions to Bidders
- 3) Bid Form
- 4) Form of Contract and Bonds
- 5) Certification of Non-Collusion by Bidders
- 6) Bid Bond
- 7) Contractors Statement of Qualifications
- 8) List of References

Contract Documents

- 1) Contract Agreement
 - 2) Performance Bond
 - 3) General Conditions for Contract
 - 4) Labor and Material Bond
 - 5) Special Conditions for Contract
 - 6) Detail and Technical Specifications
 - 7) Drawings
 - 8) All Addenda
 - 9) All provisions required by law to be inserted in the Contract whether actually inserted or not.
 - 10) Change Orders
- (b) "Bid" - a complete and properly signed proposal to do the work for the sums named therein, submitted in complete accordance with the bidding requirements.
- (c) "Bidder" - the individual, firm or corporation who submits a bid.

- (d) "Proposal" shall mean the bound volume of bidding requirements and the plans, specifications and addenda and all the contract documents offered by the Owner for acceptance by bidders and which will become the contract upon acceptance by the Owner of a bid.
- (e) Other definitions listed in the General Conditions.

A.3 Estimates of Bid Quantities

Bidders shall bid the project on a Lump Sum Basis. Bidders are required to form their own judgment as to quantities and character of the work by personal examination of the site and the contract documents or by such measures as they may choose.

A.4 Site Conditions

The Owner does not guarantee the locations shown on the plans, of grates, curb drains, manholes, utilities and other underground structures, or that all such grates, curb drains, manholes, utilities and other underground structures are shown on the plans. The information given is intended only as a guide to the bidder.

The bidder shall carefully examine the site of the proposed work and all premises adjacent thereto. The bidder shall satisfy and fully inform himself from his own investigation or research as to:

- (a) the nature and location of the work,
 - (b) the general and local conditions,
 - (c) the various means of approach to the sites,
 - (d) the sites and facilities for delivering, unloading, storage and handling of materials and equipment,
 - (e) the character, quality and quantity of existing materials,
 - (f) the kind and extent of equipment, materials, and facilities needed,
 - (g) all difficulties likely to be encountered, and all other items which may in any way affect the work or its performance in accordance with the contract requirements.
- By submission of its bid, the bidder is guaranteeing that they have visited the site.

A.5 Governing Laws and Regulations

The bidder shall comply with the contract requirements for labor laws, labor safety, labor standards and nondiscrimination.

Columbia County is an exempt organization under the Tax Laws and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and Cities and Counties of the State for all materials which are to be incorporated into the construction, pursuant to the provisions of the contract. These are not to be included in the bid to the extent the purchase of materials as provided in the specifications is exempt. A New York Exempt Organization Certification will be supplied to the successful Bidder. All other taxes applicable to the transaction shall be included in the quoted price

A.6 Addenda and Interpretations

Any discrepancies or omissions found in the drawings or specifications shall be brought to the attention of the Engineer. No interpretation of the meaning of the drawings, specifications or other contract documents will be made to any bidder verbally. Prospective bidders must request in writing such interpretation from the Engineer and such interpretation will be given in writing. To be given consideration, such request must be received at least seven (7) working days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by email, facsimile or certified mail, with return receipt requested, to all prospective bidders (at the respective contact information furnished for such purposes) prior to the date fixed for the opening of the bids. The Owner reserves the right to postpone or cancel a scheduled bid opening, or to amend or supplement the bid package. All addenda so issued shall become part of the contract documents.

ARTICLE B: BIDDING PROCEDURE

B.1 Form of Bid

A bid must be submitted only on the designated form, all blank spaces of which must be filled in, in ink, in both words and figures with the total sum for which the bid is made. In case of a discrepancy, the word description will govern.

The complete form shall be without erasures, interlineations or alterations.

No verbal, telegraphic or telephonic bid or bid modifications will be considered.

The signature(s) on the bid and all other contract documents must be in ink and in longhand. 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 signature in the appropriate space. All other information required shall be typed or printed on the lines provided.

The Certification of Non-Collusion by Bidders, attached hereto, shall be considered to be a part of the bid and no bid will be considered unless it is attached to the bid and bears the signature of the bidder or his authorized agent. The bidder shall also be responsible at the time of bidding for completing any other certifications required by these bid documents. The Certification of Bidder regarding Equal Employment Opportunity, attached hereto, shall also be considered to be a part of the bid and no bid shall be considered unless it remains attached to the bid and bears the signature of the bidder or his/her authorized agent. By submission of its bid, each bidder certifies that it is in compliance with the provisions of Article 18 of the General Municipal Law.

Prior to submitting his bid, the bidder shall verify that he has received all addenda issued. The bidder shall acknowledge receipt of the addenda on the outside, sealed cover of his bid. Failure of the bidder to receive all addenda or interpretations shall not relieve the bidder from any obligation under his bid as submitted.

B.2 Preparation of Bid

- 1) Include in the bid the Work as described in the Bid Sheet. Include all direct and indirect costs, such as but not limited to: insurance, bonds, supervision, home office overhead, profit, equipment, tools, mobilization, access to work areas, de-mobilization, final cleaning.
- 2) Bidders are required to form their own judgment as to quantities and character of the Work by personal examinations of the Site and the Contract Documents or by such other means as they may choose.
- 3) Enter the bid price in words and numerals on the Bid Form.
- 4) All blanks on the Bid Form shall be completed and those requiring the indication of an amount shall contain an amount or the word "NONE". The use of the word "NONE" in the bid shall mean the Work is to be performed at no cost.
- 5) Any bid, which, in the opinion of the Owner, is unbalanced, may be rejected. An unbalanced bid is a bid or a portion of a bid (as, for example, one unit price) that is weighted substantially differently from the original estimate. Unbalanced bids that offer an unreasonably low price on some items and compensate for them by unreasonably high prices on other items may be deemed unresponsive.
- 6) The Owner is not responsible for any costs incurred by a bidder in the preparation of its Bid or for any work performed prior to contract execution.

B.3 Bid Security

As assurance that the bid is made in good faith, the bid must be accompanied by:

- (a) A certified check drawn on a solvent bank or trust company with its principal place of business in New York State, in an amount of five percent (5%) of the bid amount and made payable to Columbia County, or
- (b) A bond issued by a surety authorized to do business in New York State, and approved by the Owner's attorney, in an amount of five percent (5%) of the bid amount.

Said check or bid bond shall be given as a guarantee that the bidder will enter into a contract with the Owner within ten (10) days after notification by First Class mail or electronic communication of the acceptance of his bid. Such bid security of the three (3) lowest bidders may be held for forty five (45) days as permitted by State law at the discretion of the Owner and then returned. Security of the other bidders will be returned within ten (10) days after the opening of the bids. In case of refusal or failure of the selected bidder to enter into a contract within the stipulated time with all required bonds and other documents in accordance with the bid documents, that bidder shall be considered to have abandoned the contract and the check or bond will be declared forfeited to the Owner as liquidated damages. No plea of mistake in a bid shall be available to the bidder for the recovery of his bid security or as a defense to any action based on neglect or refusal to execute a contract.

B.4 Submission of Bid

Bids will be received at the office of Central Services, 401 State Street, Hudson, NY 12534 until 11:00 am on August 9, 2021. The bids will be publicly opened and read.

Any bid may be withdrawn prior to the scheduled time for the opening of bids and authorized postponement thereof.

Bid modification 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, and (3) the bid, as amended, conforms to all respects with the bidding requirements.

Any bid received after the time set for opening will not be considered and will be returned unopened to the bidder.

The bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his mailing address and street address, acknowledge receipt of addenda, and the name and number of the contract for which the bid is being submitted. If forwarded by mail, preferably by registered mail, the sealed envelope(s) containing the bid and marked as directed above must be enclosed in another envelope addressed to the office of Central Services, 401 State Street, Hudson, NY 12534. The Owner may consider any bid not prepared and submitted in accordance with the provisions hereof as nonresponsive.

Bid shall remain in force for forty five (45) days from the bid opening date. If an award is not made within the forty five (45) day period, Bids remain firm until a contract is awarded or the Owner receives written notice from the bidder that the bidder is withdrawing its Bid.

ARTICLE C: AWARD OF CONTRACT

C.1 Award of Contract

The contract shall be awarded to the lowest responsible bidder based upon the Lump Sum Total and furnishing the required security as will best promote the public interest.

If alternates or options are described or requested by Owner in the contract documents, the Owner reserves the right to accept or reject any or all alternates or options.

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

C.2 Irregular Bids

Any bid which fails to conform to the requirements of the contract documents may be rejected. Failure to complete all required certifications may cause the bid to be considered irregular and therefore not eligible for award.

The Owner reserves the right to waive technicalities, irregularities, or omissions in the best interests of the Owner. Any claim of bid mistake must be made in writing in accordance with the conditions expressly set forth in Section 103 of the General Municipal Law.

C.3 Determination of Contractor's Responsibility

The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will best promote the public interest.

In order to assist the Owner in determining whether the apparent low bidder meets this standard, the Owner reserves the right to require the apparent low bidder to submit the following:

- (a) A statement as to any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five years.
- (b) A current detailed financial statement showing assets (including a list of equipment owned by the bidder), liabilities and net worth.
- (c) A list of the officers and principals of the bidder, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,
- (d) A list of the number of full time personnel of the bidder and a description of the construction experience of the bidder's principals and supervisory personnel.

- (e) A statement as to any projects which the bidder or his predecessors failed to complete or any litigation in which the bidder has been involved within the previous three fiscal years.
- (f) A list and description of all contracts completed by the bidder within the previous three fiscal years, including a list of project names, references and telephone numbers.
- (g) A list and description of the status of all uncompleted contracts of the bidder.
- (h) Statements of the bidder's net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three fiscal years.
- (i) Disclosures of convictions for violations of any prevailing wage or employment regulations, OSHA requirements, unemployment insurance tax provisions, workers compensations regulations, or any federal, state, or municipal environmental or health laws, codes, rules, or regulations.
- (j) Demonstration of ability and capacity to perform substantial portion of the project with its own forces; identification of all work to be subcontracted, and a list of all proposed subcontracts. Any of the above information with the respect to propose subcontracts may also be requested.
- (k) Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement

C.4 Security for Faithful Performance

The successful bidder, simultaneously with the execution of the contract, shall submit on the form provided herein, a performance bond in the amount of one hundred percent (100%) of the contract price, as a guarantee that he shall well, truly and faithfully perform the duties, undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof and any extensions thereof which may be granted by the Owner and during the one year guaranty period. The performance bond shall serve as security for the faithful performance of this contract. The form bound in this manual should be used. No other form of performance bond or other acceptable performance security may be used except with prior approval of the Owner, after review by the Attorney for the Owner, which approval may be granted or withheld, in the Owner's Discretion. Said bond shall be issued by a surety company authorized to do business in the State of New York and rated at least A-/VII by Best's Rating Service, and approved by the Owner's attorney.

C.5 Security for Faithful Payment

The successful bidder, simultaneously with the execution of the contract, shall submit on the form provided herein, a Labor and Material Payment Bond in the amount of 100% of the amount of the contract price, as a guarantee that he shall well, truly and faithfully make payment of all persons performing labor and furnishing materials in connection with the contract.

The form bound in this manual should be used. No other form of performance bond or other acceptable performance security may be used except with prior approval of the Owner, after review by the Attorney for the Owner, which approval may be granted or withheld, in the Owner's Discretion. Said bond shall be issued by a surety company authorized to do business in the State of New York and rated at least A-/VII by Best's Rating Service, and approved by the Owner's attorney. Attorneys-in-fact who sign labor and material payment bonds must file with such bonds a certified copy of the power of attorney to sign such bonds.

C.6 American Institute of Architects (AIA)

The following documents are to be used by the Contractor. It is the responsibility of the Contractor to use the proper documents.

- (a) Change Order - AIA Document G701
 - (b) Application and Certificate for Payment - AIA Document G702
 - (c) Continuation Sheet - AIA Document G703
 - (d) Certificate of Substantial Completion - AIA Document G704
 - (e) Contractor's Affidavit of Payment of Debts and Claims - AIA Document G706
 - (f) Consent of Surety Company to Final Payment - AIA Document G707
- The Contractor may use equivalent forms only if approved in advance by the Project Engineer and submitted with the bid.

C.7 Proof of Worker's Compensation Insurance

The apparent low bidder must submit within 5 days of bid opening, proof that he has obtained the required worker's compensation and disability benefits coverage or that he is not required to provide coverage under the Worker's Compensation Law.

SPECIFICATIONS

FOR

GREENPORT TRANSFER STATION FACILITY EXPANSION

COLUMBIA COUNTY, NEW YORK

GENERAL CONSTRUCTION WORK
CONTRACT NO. 5136.0

DIVISION 200

BID

PREPARED BY:

CRAWFORD & ASSOCIATES
ENGINEERING, P.C.
4411 ROUTE 9
SUITE 200
HUDSON, NEW YORK 12534

GREENPORT TRANSFER STATION FACILITY EXPANSION
CONTRACT NO. 5136.0

BID

THIS BID IS SUBMITTED TO THE office of Central Services, 401 State Street, Hudson, NY 12534: Pursuant to and in compliance with your invitation to bid contained in the Notice to Bidders dated June 21, 2021 and the Instructions to Bidders, the undersigned hereby proposes to furnish all labor, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction; as well as competent and qualified supervision for all phases of the work, and other facilities and things necessary or proper for, or incidental to, the Columbia County Greenport Transfer Station Facility Expansion, as required by, and in strict accordance with, the specifications and all other documents relating to Contract No. 5136.0 for the prices stipulated and as shown on this bid form.

The Owner may request a change of scope in the project improvements whenever, in its opinion, the best interest of the Owner will be thereby promoted. The Owner further reserves the right to select the means by which the change in scope is executed, whether by the Contractor, a third party Contractor or by the Owner's personnel through force account work.

Name of Bidder

*Individual, Firm or Corporation

* Cross out words which do not apply.

The undersigned declares that the bidding and contract documents have been carefully examined and that all things necessary for the completion of the work shall be provided.

In consideration of, and to induce the award of this contract to Bidder, the Bidder represents and warrants that:

- (a) If this bid is accepted by Columbia County, as evidenced by issuance of a Notice of Award by the Owner, and mailed by first class mail or by electronic mail to the address of the bidder as indicated on their bid, the bidder will execute a contract on the form of agreement herein provided and will comply with all provisions of said Notice of Award.
- (b) This bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same work, and that it is in all respect fair and without collusion or fraud.

- (c) Bidder has carefully examined and fully understands all of the parts of the Bidding Documents, including the contract documents, and that Bidder will execute the contract and will completely perform it in strict accordance with the provisions thereof for the sum set forth on the bid.
- (d) No officer or employee of Columbia County, or any person whose salary is payable in whole or in part by Columbia County is, shall be or shall become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise in this bid or in the performance of the contract or in the supplies, materials or equipment, or in any portion of the profits thereof.
- (e) Bidder is not in arrears to Columbia County upon debt or contract and is not a defaulter as surety, contractor, or otherwise upon any obligation to Columbia County.
- (f) All work shall be completed within the time allotted, from the date specified in the Notice to Proceed or set by the contract documents, mailed to the undersigned by First Class mail, or by electronic mail, to the address of the bidder as indicated on this bid.
- (g) If the bid documents contain any unlawful provision not an essential part of the bid and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and will upon notice by either the Owner or the bidder be deemed stricken from the bid documents without affecting the binding force of the remainder.
- (h) Each and every provision of any law and clause required by law to be inserted in the bid documents shall be deemed to be inserted herein and the bid documents shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the bid documents shall forthwith be physically amended to make such insertion.
- (i) That Bidder is financially solvent and sufficiently experienced and competent to perform the work.
- (j) That the materials can be designed, supplied and delivered as called for by the proposal and that the plans and specifications are in all respects suitable and adequate for the work.
- (k) That the facts stated in this bid and the information given by Bidder are true and correct in all respects.
- (l) That Bidder is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, and that their information was secured by personal investigation and research.
- (m) In the event of a lawsuit, the Bidder agrees that said suit shall be filed in the same district/county as the location of the project.

- (n) By submission of this bid, each Bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 state finance law

Bidder Acknowledgement

In submitting this Bid, Bidder represents that:

- (o) Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
- (p) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- (q) Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bid Documents.
- (r) Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bid Documents.
- (s) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.
- (t) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- (u) The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

GREENPORT TRANSFER STATION FACILITY EXPANSION
CONTRACT NO. 5136.0

Bidder has examined and carefully studied the Bid Documents, the other related data identified in the Bid Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison Bids, and final payment for all Lump Sum Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The signatory to this bid, for all work proposed, items furnished and in strict compliance with all provisions of each and every Contract Document relating to Contract No. 5136.0 agrees to accept (unless modified pursuant to the terms of the Contract Documents) the total amount specified below, which amount is itemized on the **Lump Sum Bid Summary Sheet**. In the event of any discrepancy, words shall control numbers and the total below shall control.

Total from Lump Sum Bid Summary Sheet - In Writing and Figures

Official Company Name

(Individual, Partnership or Corporation)

Sign Bid Here

AUTHORIZED SIGNATURE

Print Name

Title

Mailing
Address

STREET

CITY

STATE

ZIP CODE

Federal
Employer
Identification No. _____
Telephone No. _____
Fax No. _____
Email address: _____

(If Bidder is an Individual, fill in the following blanks.)

Name of Bidder: _____

Legal Address: _____
Number, Street or Avenue

City, Town or Village, County, State, Zip

Telephone: _____

(If Bidder is a Partnership, fill in the following blanks.)

Names and addresses of Partners:

(If Bidder is a Corporation, fill in the following blanks.)

Organized under the laws of the State of:

Name and Address of President:

Name and Address of Secretary:

Names and Address of Treasurer:

(If Bidder is a Limited Liability Company, fill in the following blanks.)

Organized under the laws of the State of:

Name(s) and Address(es) of Managing Member(s):

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ as Principal, and
(Insert Bidder's name)

_____ as Surety, are hereby
(Insert Surety's name)
held and firmly bound unto Columbia County, NY, in the amount of

(5% of Total Lump Sum Bid - In Writing and Figures)

for the payment whereof Principal and Surety bind us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____ 20____.

WHEREAS,

The condition of the above obligation is such that, whereas the Principal has submitted to the Columbia County, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the Columbia County Greenport Transfer Station Facility Expansion Contract No. 5136.0,

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of an Agreement attached hereto (properly completed in accordance with said Bid) together with all required surety bonds and other documents required by the Bid Documents in connection with the execution of a contract, and shall in all respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(SEAL)

PRINCIPAL / CONTRACTOR – PRINTED

By: _____
PRINCIPAL / CONTRACTOR – SIGNATURE

(Print or Type Name and Title)

(SEAL)

Signed, sealed and delivered

in the presence of _____

(Corporate seal
of Surety)

SURETY – PRINTED

By: _____
SURETY – SIGNATURE

(Print or Type Name and Title)

(Acknowledgment by Contractor)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Acknowledgment by Surety)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CERTIFICATION OF NON-COLLUSION BY BIDDERS

No bid will be considered unless this Certification remains attached to and is submitted with the Bid

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or with any competitor.
- (2) Unless otherwise required by law the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor, before the time of the bid opening.
- (3) 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.
- (4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).
- (5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the Board of Directors' signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

State of: _____

County of: _____

Name of Bidder: _____

Officer/partner/individual Bidder's Signature: _____

Print Name: _____

Sworn to me this _____ day of
_____, 2021.

Notary Public

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

**No bid will be considered unless this Certification remains
attached to and is submitted with the Bid**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name:_____

Address:_____

1. Bidder has participated in a previous contract or subcontract
subject to the Equal Opportunity Clause. YES____ NO____

2. Compliance reports were required to be filed in connection
with such contract or subcontract. YES____ NO____

3. Bidder has filed all compliance reports due under applicable
instructions, including SF-100. YES____ NO____

4. If answer to Item 3 is "No," please explain in detail below.

Certification - The information above is true and complete to the best of my knowledge
and belief.

Name and Title of Signer (Please Type) _____

Signature_____Date_____

Print Date: June 2021

COLUMBIA COUNTY
GREENPORT TRANSFER STATION FACILITY EXPANSION
CONTRACT No. 5136.0
LUMP SUM BID SUMMARY SHEET

ITEM No.	ITEM DESCRIPTION	UNIT	EST. QTY.		AMOUNT BID	
					IN WRITING	IN FIGURES
1.0	General Conditions	LS	1.0			
2.0	Mobilization/Demobilization	LS	1.0			
3.0	Site Preparation and Foundation	LS	1.0			
4.0	Post, Framing and Truss Installation	LS	1.0			
5.0	Roof and Siding Installation	LS	1.0			
6.0	Interior/Exterior Electric (Including lights)	LS	1.0			
7.0	Concrete Slab Installation	LS	1.0			
8.0	Pavement Replacement and Bollard Installation	LS	1.0			
	TOTAL	LS	1.0			

SPECIFICATIONS

FOR

GREENPORT TRANSFER STATION FACILITY EXPANSION

COLUMBIA COUNTY, NEW YORK

GENERAL CONSTRUCTION WORK
CONTRACT NO. 5136.0

DIVISION 300

CONTRACT

PREPARED BY:

CRAWFORD & ASSOCIATES
ENGINEERING, P.C.
4411 ROUTE 9
SUITE 200
HUDSON, NEW YORK 12534

COLUMBIA COUNTY
GREENPORT TRANSFER STATION FACILITY EXPANSION
CONTRACT NO. 5136.0

CONTRACT AGREEMENT

THIS AGREEMENT, made and executed this _____ day of _____, in the year Two Thousand and twenty by and between Columbia County, hereinafter called the "Owner" and _____, herein called the Contractor.

WITNESSETH: in consideration of the mutual stipulations, agreement, and covenants herein contained, the parties hereto have agreed and hereby agree with each other, the party of the first part for itself, its successors, and assigns, and the party of the second part, for itself, or himself, or themselves, and its successors and assigns or his/hers or their executors, administrators and assigns, as follows:

Columbia County agrees to pay and the Contractor agrees to accept (unless modified under the terms set forth in the Contract Documents) payment based on the Bid and the following alternates: _____, a total LUMP SUM cost of _____ dollars for the Columbia County Greenport Transfer Station Facility Expansion, Contract No. 5136.0.

The Contractor will furnish all materials as called for in the Specifications as prepared for Columbia County, by Crawford & Associates Engineering, P.C. dated June 21, 2021 and entitled GREENPORT TRANSFER STATION FACILITY EXPANSION, Contract No. 5136.0, including all supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction; as well as competent and qualified supervision for all phases of the work, and other facilities and things necessary, proper for, or incidental to the GREENPORT TRANSFER STATION FACILITY EXPANSION as required by and in strict accordance with the specifications and all other documents listed in the Table of Contents relating to Contract No. 5136.0, GREENPORT TRANSFER STATION FACILITY EXPANSION, for the amount noted on the Bid Summary Sheet. The Owner may request a change of scope in the project improvements whenever, in the Owner's opinion, the best interest of the Owner will be thereby promoted. The Owner further reserves the right to select the means by which the change in scope is executed, whether by the Contractor, a third party Contractor or by the Owner's personnel through force account work.

The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she has read and is aware, cognizant, and knowledgeable of the contents of all Bid Documents and the Contract Documents and he/she agrees to abide by and be bound by their contents and by all applicable federal, State and local laws, ordinances and statutes. The provisions of Exhibit A, Standard Clauses for Municipal Contracts, attached hereto, are incorporated herein by reference.

Attached hereto and incorporated herein by reference are a Performance Bond, in the amount of _____ the contract amount of _____ (\$ _____) and a Labor and Material Payment Bond, in the amount of _____ (\$ _____), surety as required by provisions of the Contract Documents.. Payments, both progress and final, will be made as detailed in the General

Conditions section of the Contract Documents. The Contract Agreement includes the plans and specifications for the Project included in the bound Contract manual prepared by Crawford & Associates, Engineering, P.C. plus the following Contract Documents:

1. Performance Bond and Labor and Material Payment Bond
2. General Conditions of Contract
3. Special Conditions for Contract
4. Technical Specifications
5. Contract Drawings Set
 - C-1.0 - SITE PLAN
 - C-1.1 - FLOOR PLAN
 - C-1.2 - ELECTRICAL PLAN
 - C-1.3 - ELEVATIONS PLAN
6. All Addenda
7. All provisions required by law to be inserted in this contract whether actually inserted or not
8. Change Orders

All of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractors, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph do not, and shall not, form any part of this Contract. All the above documents constitute the entire and exclusive agreements between the parties with references to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

Payments, both progress and final, will be made as detailed in the General Conditions section of the Contract Documents.

The Contractor agrees to begin work on the day specified in the Notice to Proceed and unless the date for completion is extended pursuant to provisions of the General Conditions, agrees to complete the construction by the date indicated on the project schedule. Contractor is responsible for damages caused by delays beyond the contract completion date.

The Contractor agrees, in the event Contractor fails to complete all the work on time, to pay Columbia County liquidated damages in the amount of \$250.00 for each calendar day of delay in the physical completion of the work as set forth in Article 6.4 of the General Conditions.

The Contractor is required to furnish separate performance and payment bonds to the Owner specifying a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form required by the specifications and shall be executed by a surety, or sureties, acceptable to the Owner as provided in the Bid Documents.

This Contract is governed by the law of the State of New York.

The forum for any litigation concerning this contract shall be the Federal District or County in which the contract site is located.

When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

The Contractor is also certifying that he is familiar with the contents of all Bid Documents and the Contract Documents and he agrees to abide by and be bound by their contents and all laws, ordinances and statutes.

Each party binds itself, its successors, assigns, executors, administrators or other representative to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal:

[SEAL]

Contractor

ATTEST:

By: _____
(Signature)

By: _____
(Signature)

(Print or type name & title)

(Print or type name & title)

Address

[SEAL]

Columbia County
Owner

By: _____
(Signature)

(Print or type name & title)

(Acknowledgment by Contractor)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Acknowledgment by Owner)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Contractor)

(Address)

as Principal, hereinafter called Contractor, and _____

(Surety)

(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto Columbia County , as Obligee, hereinafter called Owner, in the amount of the contract amount of, Dollars \$ _____

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written agreement dated _____, 20____.

entered into a contract with Owner for Contract No. 5136.0 in accordance with Drawings and Specifications prepared by Crawford & Associates, 4411 Route 9, suite 200, Hudson, New York 12534, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if she/he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and hold harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly remedy the default by (1) Completing the Contract in accordance with its terms and conditions, or (2) Obtaining a bid or bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available to Owner (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person, corporation or entity other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
each one of which shall be deemed an original, this _____ day of _____,
20____.

Witness:

(Signature)

(Print or type name & title)

Principal

(Signature)

(Print or type name & title)

Witness:

(Signature)

(Print or type name & title)

Surety

(Signature)

(Print or type name & title)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership all partners should execute the bond.

Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner's attorney. All bonds shall be in a form acceptable in all respects to the Owner's attorney and shall be approved by the Owner's attorney.

(Acknowledgment by Principal)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Acknowledgment by Surety)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Contractor)

(Address)

as Principal, hereinafter called Contractor, and, _____

(Surety)

(Address)

as Surety, hereinafter called Surety, are held firmly bound unto Columbia County, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of the contract amount of, _____ Dollars (\$), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20__, entered into a contract with Owner for Contract No. 5136.0 in accordance with Specifications prepared by Crawford & Associates Engineering, P.C. which the contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
each one of which shall be deemed on original, this _____ day of _____, 20____.

Witness:

(Signature)

(Print or type name & title)

Contractor

(Signature)

(Print or type name & title)

Witness:

(Signature)

(Print or type name & title)

Surety

(Signature)

(Print or type name & title)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership all partners should execute the bond.

Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner's attorney. All bonds shall be in a form acceptable in all respects to the Owner's attorney and shall be approved by the Owner's attorney.

(Acknowledgment by Principal)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Acknowledgment by Surety)

STATE OF)
)SS.:
COUNTY OF)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

STANDARD CLAUSES FOR MUNICIPAL CONTRACTS

The parties to the attached contract, license, lease, 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 other than the Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-ASSIGNMENT

CLAUSE. This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Municipality and any attempts to assign the contract without the Municipality's written consent are null and void.

2. WORKERS'

COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. NON-DISCRIMINATION

REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or

public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors or any person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, national origin, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the State or other contracting agency as defined in Section 312 is committed to expend, or does expend, funds in return for

labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (b) a written agreement in excess of \$100,000 whereby a contracting agency is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a.) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(b.) At the request of the Municipality, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency, union, or representative will affirmatively cooperate in the implementation of the

Contractor's obligations herein.

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

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Municipality shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Municipality shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set

forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Municipality of any sums due and owing to any person for work done upon the project.

6. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with General Municipal Law § 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the

Municipality within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Municipality shall have rights of set-off. These rights shall include, but not be limited to, the Municipality's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Municipality with regard to this contract, or any other contract with the Municipality, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Municipality for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Municipality and third parties in connection therewith.

9. RECORD-KEEPING REQUIREMENT. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Municipality and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Municipality shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Municipality's chief fiscal officer with a copy to

its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Municipality's right to discovery in any pending or future litigation.

10. **LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Municipality, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

12. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

13. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

14. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Municipality's receipt of the return thereof by the United States Postal Service as

refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for

exemption will be the responsibility of the Contractor to meet with the approval of the State.

18. **ETHICS.** The Municipality shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law or the Municipality's ethics code.

19. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

21. **WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of the owner in accordance with Section 101(5) of the General Municipal Law.

22. **NO WAIVER OF PROVISIONS.** The Municipality's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Municipality of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Municipality, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

23. **NO INVESTMENT ACTIVITIES IN IRAN.** A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section 165-a of the State Finance Law as a person engaging in investment activities in Iran as described in such section, shall not be deemed a responsible Contractor to the extent provided pursuant to section 103 of the General Municipal Law. By signing this contract, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief such Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

24. **ENTIRE AGREEMENT.** This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

25. **SEXUAL HARASSMENT POLICY.** Pursuant to Labor Law § 201-G, the Municipality has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Town Clerk. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that it shall be bound by the terms of said policy. Any violation of the Sexual

Harassment Policy, the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

County of Columbia

Ryan Loucks, Staff Engineer
4411 Route 9
Hudson NY 12534

Schedule Year 2020 through 2021
Date Requested 01/10/2020
PRC# 2020000416

Location Greenport
Project ID# 5136.0
Project Type The Greenport Transfer Station is adding a new building to the site.

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 2020 through June 2021. 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 form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

County of Columbia

Ryan Loucks, Staff Engineer
4411 Route 9
Hudson NY 12534

Schedule Year 2020 through 2021
Date Requested 01/10/2020
PRC# 2020000416

Location Greenport
Project ID# 5136.0
Project Type The Greenport Transfer Station is adding a new building to the site.

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)

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

Columbia County General Construction

Boilermaker

06/01/2021

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

07/01/2020

Boilermaker

\$ 38.59

SUPPLEMENTAL BENEFITS

Per hour

07/01/2020

Journeyman

\$ 24.81

+ 1.24*

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

07/01/2020

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 / Heavy&Highway

06/01/2021

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 west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:

07/01/2020

07/01/2021

Additional

Carpenter - ONLY for

Artificial Turf/Synthetic

Sport Surface	\$ 31.48	\$ 1.15
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Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 23.65
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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	\$ 11.80
2nd year term	11.80
3rd year term	14.45
4th year term	14.45

2-42AtSS

Carpenter - Building / Heavy&Highway

06/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES:(per hour)

BUILDING/HEAVY&HIGHWAY/TUNNEL	07/01/2020	07/01/2021
		Additional
Carpenter, Dockbuilder,	\$ 34.26	\$ 0.80
Piledriver, Dive Tender,	+4.76*	
and Diver (Dry)		
Diver (Wet)	\$ 50.00	
	+4.76*	

*For all hours paid straight or premium.

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 28.03
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OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

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

*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.
Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.
Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$20.56	\$22.27	\$23.98	\$27.41
+2.55*	+2.55*	+2.55*	+2.55*	+2.55*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.33

11-279.2B/H&H

Carpenter - Floor Coverer

06/01/2021

JOB DESCRIPTION Carpenter - Floor Coverer

DISTRICT 11

ENTIRE COUNTIES

Columbia, Sullivan, Ulster

PARTIAL COUNTIES

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

WAGES

WAGES:(per hour)

	07/01/2020	07/01/2021
Carpet/Resilient Floor Coverer	\$ 34.26	Additional \$ 0.80
	+4.76*	

* For all hours paid straight or premium

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous materials and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journey worker \$ 28.03

OVERTIME PAY

BUILDING:

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

HEAVY/HIGHWAY:

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

*R applies to Heavy/Highway Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy/Highway Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.
Holidays that fall on Sunday will be observed Monday.

HEAVY/HIGHWAY:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.
Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$ 20.56	\$ 22.27	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*	+2.55*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.33

11-279.2Floor

Electrician

06/01/2021

JOB DESCRIPTION Electrician

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.
Otsego: Only the Towns of Decatur and Worcester

WAGES

Per hour

07/01/2020

Electrician	\$ 41.20
Audio/Sound	41.20
Video	41.20
Tele-Data	41.20
Solar/ Photovoltaic	41.20

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 26.87
+3% of wage

OVERTIME PAY

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

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY 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 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

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%

For Projects Bid on or After 09/01/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY 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%

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

Apprentices indentured on or before 12/31/2018

0-12 month term	\$ 12.78*
2 - 5th year term	26.87*

*Plus additional 3% of wage

Apprentices indentured on or after 1/1/2019

0-12 Month Term	\$ 12.78*
2nd Year Term	21.28*
3 - 5th Year Term	26.87*

*Plus additional 3% of wage

1-236

Elevator Constructor

06/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Rockland: Only the Township of Stony Point.

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

WAGES

Per Hour	07/01/2020	01/01/2021
Mechanic	\$ 60.49	\$62.51

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	07/01/2020	01/01/2021
Journeyman/Helper	\$ 34.765*	\$ 35.825*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier	06/01/2021
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JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2020	5/01/2021
Glazier Base Wage	\$ 30.75	Additional \$ 1.75
	+ additional \$2.20 per hour for all hours worked	
High Work Base Wage*	32.65	
	+ 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	\$ 20.21
Journeyman	
High Work	25.51

OVERTIME PAY

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

Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:

ADDITIONAL 12.5% TO APPLICABLE WAGE RATE
AND SUPPLEMENTAL BENEFIT**

**SHIFT RATE STOPS AFTER 6:30AM

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 \$3.55 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.54
2nd-4th term	20.21
Apprentice High Work	
1st term	19.49
2nd-4th term	25.51

1-201

Insulator - Heat & Frost

06/01/2021

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 07/01/2020

Asbestos Worker*	\$ 36.36
Insulator*	36.36
Firestopping Worker*	30.91

(*)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 \$ 22.78

OVERTIME PAY

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

*B1=Double time begins after 10 hours on Saturday

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices \$ 22.78

1-40

Ironworker

06/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Perth, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Wages 07/01/2020
Per hour

Ornamental	\$ 32.10
Reinforcing	32.10
Rodman	32.10
Structural & Precast	32.10
Mover/Rigger	32.10
Fence Erector	32.10
Stone Derrickman	32.10
Sheeter	32.35
Curtain Wall Installer	32.10
Metal Window Installer	32.10

SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPEPERSON \$ 29.51

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:

07/01/2020

1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50

Supplemental Benefits per hour worked

1st year	\$ 11.50
2nd year	22.92

3rd year	24.54
4th year	26.18

1-12

Laborer - Building	06/01/2021
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JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

	07/01/2020	06/01/2021	06/01/2022
Premium	\$ 41.85	\$ 43.00	\$ 44.20

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 29.93	\$ 30.95	\$ 32.00
Shift	36.70	37.97	39.28

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

1000 hour terms at the following wage rates:

1st term	\$ 20.46	\$ 21.04	\$ 21.62
2nd term	24.18	24.86	25.55
3rd term	27.90	28.69	29.48
4th term	31.62	32.51	33.41

Supplemental Benefits per hour:

Apprentices	\$ 24.83	\$ 25.85	\$ 26.90
Shift	30.17	31.44	32.75

11-17tox B

Laborer - Building	06/01/2021
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JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Washington

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz.

Greene: Entire county except the Township of Catskill

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, Waterford, and the City of Mechanicville.

WAGES

Per hour

7/1/2020

Group #1:

All Classifications \$ 29.31

except as noted in

Groups 2 & 3

Group #2:
Blaster, Drilling Equipment
Only Where a Separate Air
Compressor Unit Supplies
Power, Metal Formsetter
sidewalk), Well Pointing
& Laser Operator 29.81

Group #3:
Handling of Asbestos
or Toxic Materials 30.66

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 24.07

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

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

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

Supplemental Benefits per hour worked

07/01/2020

Apprentices \$ 24.07

1-190

Laborer - Building

06/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

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

WAGES per hour

07/01/2020

GROUP # 1 \$ 36.40*

GROUP # 2 38.75*

*Subtract \$ 4.50 to calculate overtime premium

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.15

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour: 07/01/2020

1000 Hour terms

1st term	\$ 20.10
2nd term	23.10
3rd term	28.85
4th term	33.60
5th term	35.85

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

Supplemental Benefits per hour:

1st term	\$ 12.70
2nd term	16.30
3rd term	16.30
4th term	16.30
5th term	24.70

8-235

Laborer - Heavy&Highway

06/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

GROUP # 1:

Flagperson, Placing & maintenance of all flares, cones, lights, signs, barricades, traffic patterns and all reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room.

GROUP # 2:

All Other Classifications not listed in Group # 1 or Group # 3

GROUP # 3:

Asphalt Raker, Asphalt Screedman, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Laser Beam Operator, Metal Form Setters/Aligners (sidewalk), Blaster,

WAGES per hour 07/01/2020

Group # 1	\$ 34.35*
Group # 2	38.11*
Group # 3	39.11*

*Subtract \$.50 to calculate overtime premium

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.15

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

1st Term	\$ 20.10
2nd Term	23.10
3rd Term	28.85
4th Term	33.60
5th Term	35.85

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

Supplemental Benefits per hour:

1st Term	\$ 12.70
2nd Term	16.30
3rd Term	16.30
4th Term	16.30
5th Term	24.70

8-235h

Laborer - Heavy&Highway

06/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Washington

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham, and Austerlitz

Greene: Entire county except the Township of Catskill.

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, Waterford, and the City of Mechanicville.

WAGES

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding and Sand Blasting), Laborers on Chain Link Fence. Rock Splitter and 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 and Powderman.

GROUP # D:

Blasters, Metal Form Setters(sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour

	07/01/2020	07/01/2021 Additional
Group # A	\$ 33.04	\$ 2.00
Group # B	33.24	
Group # C	33.44	
Group # D	33.64	
Group # E	35.04	

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$2.50 per hour.

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 \$ 24.75

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 employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour worked

Apprentices \$ 24.75

1-190 h/h

Laborer - Heavy&Highway

06/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

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

WAGES:(per hour)

07/01/2020

Class 3 \$ 44.25

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage on straight time pay.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 29.75

SHIFT

33.81

OVERTIME PAY

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

Employees that work on a holiday which falls on a Saturday, shall be paid two and one-half (2-1/2) times the regular hourly rate for all hours worked on that day.

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following wage rates:

1st term	\$ 20.46
2nd term	24.18
3rd term	27.90
4th term	31.62

Supplemental Benefits per hour:

Apprentice	\$ 24.65
Shift	27.85

11-17tox HH

Laborer - Tunnel

06/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2020	07/01/2021	07/01/2022
Class 1	\$ 50.45	\$ 51.95	\$ 53.45
Class 2	52.60	54.10	55.60
Class 4	59.00	60.50	62.00
Class 5	42.25	43.50	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 32.15	\$ 33.25	\$ 34.45
Benefit 2	48.15	49.80	51.60
Benefit 3	64.15	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

06/01/2021

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)

07/01/2020

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	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	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder -	
Pipe Type Cable	56.18
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	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	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder -	
Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60
Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	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	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61
Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	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 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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	\$ 24.90 *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 per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

06/01/2021

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).

07/01/2020 01/01/2021

Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01

Groundman	\$ 16.99	\$ 17.50
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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	\$ 5.06	\$ 5.06
	*plus 3% of	*plus 3% of
	wage paid	wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

06/01/2021

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

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

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

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

Per hour: 07/01/2020

Lineman, Technician	\$ 47.48
Crane, Crawler Backhoe	47.48
Certified Welder	49.85
Digging Machine	42.73
Tractor Trailer Driver	40.36
Groundman, Truck Driver	37.98
Equipment Mechanic	37.98
Flagman	28.49

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%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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	\$ 24.90
	*plus 6.75% of hourly wage

* 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 and Governor of NYS Election Day.

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms.

	07/01/2020
1st term	\$ 28.49
2nd term	30.86
3rd term	33.24
4th term	35.61
5th term	37.98
6th term	40.36
7th term	42.73

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

06/01/2021

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2020	01/03/21	01/02/22	01/01/23
Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59
Equipment Operator	23.49	24.19	24.98	26.17
Equipment Mechanic	23.49	24.19	24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman	16.11	16.59	17.13	17.94

Flag person	11.80	12.50*	12.50	12.94
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*RATE GOES INTO EFFECT 12/31/2020

SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 9.98 *plus 3% of hourly wage	\$ 9.98 *plus 3% of hourly wage	\$ 10.23 *plus 3% of hourly wage	\$ 10.48 *plus 3% of hourly wage
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* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

06/01/2021

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 07/01/2020

Tile/Marble/Terrazzo

Setter	\$ 36.06
Finisher	28.16

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	\$ 20.78
Journeyman Finisher	17.93

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

07/01/2020

Setter:	
1st term 0-500 hrs	\$ 12.23
2nd term 501-1500 hrs	12.23
3rd term 1501-2500 hrs	16.51
4th term 2501-3500 hrs	16.51
5th term 3501-4500 hrs	18.64
6th term 4501-6000 hrs	20.78

Finisher:	
1st term 0-500 hrs	\$ 11.58
2nd term 501-1500 hrs	11.58
3rd term 1501-2500 hrs	14.76
4th term 2501-3700 hrs	14.76

12-2TS.1

Mason - Building

06/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne,Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES

Per hour 07/01/2020

Bricklayer	\$ 37.89
Cement Mason(Bldg)	37.89
Plasterer/Fireproofing*	37.89
Pointer/Caulker/Cleaner	37.89
Stone Mason	37.89
Acid Brick	38.39

(*)Fireproofing of 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	\$ 21.78
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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 hour terms at the following percentage of Journey'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	\$ 12.88
All others	\$ 21.78

12-2b.1

Mason - Heavy&Highway**06/01/2021**

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

07/01/2020

Mason &
Bricklayer

\$38.95

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

\$ 20.79

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

\$ 20.79

12-2hh.1

Millwright**06/01/2021**

JOB DESCRIPTION Millwright**DISTRICT** 2**ENTIRE COUNTIES**

Columbia, Greene

WAGES

Per hour:

07/01/2020

Building
Heavy & Highway

\$ 35.05

37.05

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

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.

- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.

- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.

- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 29.47

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	\$ 12.97
2nd term	24.52
3rd term	26.17
4th term	27.82

2-1163.4

Operating Engineer - Building

06/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASS A1:

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

CLASS A:

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

CLASS B:

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

CLASS C:

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

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

WAGES per hour

	07/01/2020	07/01/2021
Class # A1	\$ 45.67	46.71
Class # A	45.18	46.22
Class # B	44.16	45.20
Class # C	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

	07/01/2020	07/01/2021
Journeyman	\$ 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 Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

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

1-158 Alb

Operating Engineer - Heavy&Highway

06/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASSIFICATION A:

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

CLASSIFICATION B:

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

CLASSIFICATION C:

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

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2020	07/01/2021
Master Mechanic	\$ 47.88	\$ 49.43
Class A*	46.27	47.82
Class B	45.36	46.91
Class C	42.79	44.34

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

Journey person	\$ 28.45	\$ 29.60
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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 the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2020	07/01/2021
All Terms	\$ 23.85	\$ 25.00

1-158H/H Alb

Operating Engineer - Marine Dredging

06/01/2021

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:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
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	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler,	25.66	26.37

Rodman, Scowman, Cook,
Messman, Porter/Janitor

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2020 \$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	10/01/2020 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% 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

06/01/2021

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, Schoenectady, 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.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 26.30
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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:

07/01/2020

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.08
1001-2000	21.10
2001-3000	24.13

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

06/01/2021

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.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

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	\$ 26.30
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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:

07/01/2020

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.08
1001-2000	\$ 21.10
2001-3000	\$ 24.13

12-158-545 DCE

Operating Engineer - Tunnel

06/01/2021

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 Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine (Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant (non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; 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); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour:	07/01/2020	07/01/2021	07/01/2022
Master Mechanic	\$ 49.45	\$ 51.00	\$ 52.60
CLASS A	47.04	48.59	50.19
CLASS B	45.82	47.37	48.97
CLASS C	43.03	44.58	46.18
CLASS D	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	\$ 51.04	\$ 52.59	\$ 54.19
Crane 2	50.04	51.59	53.19
Crane 3	49.04	50.59	52.19

SUPPLEMENTAL BENEFITS

Per hour:

\$ 21.90	\$ 22.80	\$ 23.70
+ 8.85*	+ 9.10*	+ 9.35*

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter

06/01/2021

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2020

Brush/Paper Hanger	\$ 35.14
Dry Wall Finisher	35.14
Lead Abatement	35.14
Sandblaster-Painter	35.14
Spray Rate	36.14

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 24.04

OVERTIME PAY

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

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%**

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE
**SHIFT RATE STOPS AFTER 6:30AM

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.64
All others	24.04

1-155

Painter - Bridge & Structural Steel

06/01/2021

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:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

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.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10 + 3.15*	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.15 + 4.73*	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 40.20 + 6.30*	\$ 41.20 + 6.90*	\$ 42.40 + 7.71*
Supplemental Benefits - Per hour:			
1st year	\$.25 + 11.86*	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

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

8-DC-9/806/155-BrSS

Painter - Line Striping

06/01/2021

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:

	07/01/2020	07/01/2021	07/01/2022
Painter (Striping-Highway):			
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 38.34

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:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 10.03

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:

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03

8-1456-LS

Painter - Metal Polisher

06/01/2021

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

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:
All classification \$ 9.94

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:

	07/01/2020
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:
Per hour:

1st year	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

Plumber

06/01/2021

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES

Per hour:

07/01/2020	05/01/2021
	Additional

Plumber:		
Pipefitter, Steamfitter	\$ 44.00	\$1.75

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 27.24
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OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on 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 Journeyperson's wage.

1st	2nd	3rd	4th	5th
45 %	55 %	65 %	75 %	90 %

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms	\$27.24
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Apprentices Indentured on or after May 1st, 2019

1st Term	\$ 22.18
2nd Term	\$ 22.18
Terms 3-5	\$ 27.24

1-7-SF

Roofer

06/01/2021

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour

07/01/2020	07/01/2021
	Additional

Roofer/Waterproofers	\$ 32.05	\$1.50
Asphalt Cold Process	32.55	
Fluid Applied Roof	32.55	
Pitch & Asbestos	34.05	

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 \$ 20.27

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 58%
1500 hrs.

2nd Term 74%
1 yr. and 1500 hrs. as 1st term.

3rd Term 90%
1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term \$ 18.69
2nd Term 19.12
3rd Term 19.60

1-241

Sheetmetal Worker

06/01/2021

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

	07/01/2020	06/01/2021
Sheetmetal Worker	\$34.02	Additional \$ 1.75

All work requiring HAZWOPER Training additional \$1.00 per hour

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 \$33.94

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	\$18.89
2nd term	\$20.48
3rd term	\$21.28
4th term	\$22.08
5th term	\$20.86
6th term	\$21.90
7th term	\$23.63
8th term	\$25.36
9th term	\$27.09
10th term	\$28.83

Supplemental Benefits per hour

1st term	\$20.91
2nd term	21.55
3rd term	21.84
4th term	22.27
5th term	28.46
6th term	28.89
7th term	29.62
8th term	30.34
9th term	31.06
10th term	31.78

1-83

Sprinkler Fitter

06/01/2021

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	07/01/2020
Sprinkler	\$ 35.01
Fitter	

SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 26.62
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 16.94	\$ 18.82	\$ 20.44	\$ 22.31	\$ 24.18	\$ 26.05	\$ 27.92	\$ 29.79	\$ 31.67	\$ 33.54

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95

1-669

Teamster - Building	06/01/2021
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JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2020	07/01/2021
Group A	\$ 28.02	\$ 28.52
Group B	28.32	28.82

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2020	07/01/2021
Journeyperson	\$ 25.26	\$ 26.32

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.

1-294

Teamster - Heavy&Highway	06/01/2021
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JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otsego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks,
Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2020	07/01/2021
Group #1	\$ 31.51	\$32.65
Group #2	\$31.57	\$32.71
Group #3	\$31.66	\$32.80
Group #4	\$31.78	\$32.93
Group #5	\$31.94	\$33.09

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

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:

\$ 25.68	\$26.52
+\$1.00 per*	+\$1.00 per*
hour worked	hour worked

(*) not applicable to paid holidays

OVERTIME PAY

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

HOLIDAY

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

1-294h/h

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 05/24/2021

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	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****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		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	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
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		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022

NYSDOL Bureau of Public Work Debarment List 05/24/2021

Article 8

DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	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		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
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	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
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	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	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		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE 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 TSOUHAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022

NYSDOL Bureau of Public Work Debarment List 05/24/2021

Article 8

DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET 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	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	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		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	01/17/2018	01/17/2023
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	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
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	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET 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	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
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 C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023

NYSDOL Bureau of Public Work Debarment List 05/24/2021

Article 8

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	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
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	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
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	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	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO 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		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
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	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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

NYSDOL Bureau of Public Work Debarment List 05/24/2021

Article 8

DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	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	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	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		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 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	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

NYSDOL Bureau of Public Work Debarment List 05/24/2021

Article 8

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	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	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
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		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
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		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	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	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021

NYSDOL Bureau of Public Work Debarment List 05/24/2021

Article 8

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		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		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		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	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	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
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	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
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

NYSDOL Bureau of Public Work Debarment List 05/24/2021

Article 8

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	*****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		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	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	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
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 DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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

NYSDOL Bureau of Public Work Debarment List 05/24/2021

Article 8

DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	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

SPECIFICATIONS

FOR

**GREENPORT TRANSFER STATION FACILITY EXPANSION
COLUMBIA COUNTY, NEW YORK**

**GENERAL CONTRACT WORK
5136.0**

DIVISION 400

GENERAL CONDITIONS FOR CONTRACT

PREPARED BY:

**CRAWFORD & ASSOCIATES
ENGINEERING, P.C.
4411 ROUTE 9, SUITE 200
HUDSON, NEW YORK 12534**

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS

1.1 Words and Expressions	400-5
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ARTICLE 2: ROLES AND RESPONSIBILITIES

2.1 The Contractor	400-7
2.2 The Owner	400-7
2.3 The Engineer	400-8

ARTICLE 3: INTERPRETATION OF CONTRACT DOCUMENTS

3.1 Conflicting Plans and Specifications	400-10
3.2 Shop Drawings	400-10
3.3 Materials	400-11
3.4 Royalties and Patents	400-11

ARTICLE 4: PERFORMANCE OF THE CONTRACT

4.1 Responsibility for Damage	400-12
4.2 Claim for Damages by Contractor	400-12
4.3 Disputes	400-13
4.4 Coordination of Separate Contracts	400-13
4.5 Contractor's Supervision	400-14
4.6 Permits and Compliance	400-14
4.7 Boundaries	400-15
4.8 Refuse and Debris	400-15
4.9 Subcontractors and Suppliers	400-15
4.10 Contractor's Work Requirements	400-15

ARTICLE 5: CHANGE IN THE WORK

5.1 Procedure	400-17
5.2 Payment for Change Orders	400-17

ARTICLE 6: TIME OF COMMENCEMENT, COMPLETION AND TERMINATION FOR CAUSE

6.1 Project Schedule	400-19
6.2 Time of Commencement and Completion	400-19
6.3 Extension of Time	400-19
6.4 Damages upon Failure to Complete	400-20
6.5 Termination for Cause	400-20

6.6 Termination of Contractor's Employment for the Convenience of the Owner	400-21
6.7 Contractor's Default	400-22
6.8 Suspension of Work	400-22

ARTICLE 7: INSPECTION AND ACCEPTANCE

7.1 Inspection	400-23
7.2 Contractor's Obligation to Correct Defective Work	400-23
7.3 Progress Reports	400-24
7.4 Inspection Prior to Acceptance	400-24

ARTICLE 8: PAYMENTS

8.1 Payment	400-24
8.2 Progress Payments	400-24
8.3 Substantial Completion	400-25
8.4 Final Payment	400-25
8.5 Acceptance of Final Payment	400-26
8.6 Contract Quantities	400-26
8.7 Maintenance and Guarantee	400-26
8.8 No Estoppel	400-27

ARTICLE 9: BONDS AND SECURITY

9.1 Contract Security	400-27
9.2 Insurance	400-27

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 Compliance with Codes and Laws	400-29
10.2 Services of Notices	400-30
10.3 Labor Standards	400-30
10.4 Record Keeping Requirements	400-30
10.5 Non-assignment Clause	400-30
10.6 Non-Collusive Bidding Requirements	400-31
10.7 Wage and Hours Provisions	400-31
10.8 Worker's Compensation Benefits	400-31
10.9 Non-Discrimination Requirements	400-31
10.10 Prevailing wage schedules	400-31

ARTICLE 1: DEFINITIONS

1.1 WORDS AND EXPRESSIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context.

"Act of God" shall mean an act, event, happening, or occurrence, and disaster and effect due to natural causes and inevitable accident, or disaster; a natural and inevitable necessity which implies entire exclusion of all human agency which operates without interference or aid from man and which results from natural causes and is in no sense attributable to human agency.

"Addendum" or "Addenda" shall mean the additional contract provisions issued in writing by the Engineer prior to the receipt of bids.

"Attorney" (owner's attorney) shall mean the attorney for Columbia County as designated and duly appointed by the County Board, directed or assigned by them to this contract.

"Certificate of Completion" shall mean a letter or notice signed by the Owner's representative after the Engineer has determined that no further work is to be done.

"Certificate of Substantial Completion" shall mean a letter or notice signed by the Engineer when the work or a designated portion thereof is sufficiently complete that the Owner may use the work for the use for which it is intended.

"Change Order" shall mean the fully executed written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.

"Contract" or "Contract Documents" shall mean each of the various parts of the contract listed below, both as a whole and severally.

Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this contract:

1. Contract Agreement
2. Performance Bond
3. Labor and Material Payment Bond
4. General Conditions for Contract
5. Special Conditions for Contract
6. Detail Specifications
7. Drawings
8. All Addenda
9. All provisions required by law to be inserted in this contract whether actually inserted or not
10. Change Orders

"Contractor" shall mean the person, partnership, firm or corporation with whom the Owner has executed the Contract Agreement.

"Contract Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor by any one or more parts of the Contract defined herein, except extra work as defined herein.

"Engineer" shall mean the consulting engineer for Columbia County, as designated and duly appointed by the Board, directed or assigned by them to this Contract, with the powers and duties as stated in the contract documents.

"Extra Work" shall mean work other than that required either expressly or implicitly by the contract in its present form. It may include work in areas designated on the plans as areas of future work, or in areas within the contract limits or adjacent thereto. Extra work shall be authorized by a change order.

"Final Acceptance" shall mean acceptance of the work by the Owner representative as evidenced by his signature upon the final Certificate of Completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to said Certificate of Completion.

"Inspector" shall mean the Engineer, or another authorized representative of the Owner designated by the Owner in writing signed by the Supervisor or Deputy Supervisor and assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.

"Owner" shall mean the party of the first part hereto, Columbia County, New York.

"Plans" shall mean only those drawings specifically entitled as such and listed in the Specifications or in any addendum.

"Project" shall mean the entire improvement to which this contract relates.

"Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

"Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated as such.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes, labor, materials or labor and equipment at the site.

"Surety" shall mean any person, firm or corporation that has executed as surety, and bond or bonds required to be executed by the Contractor as they relate to the provisions of the Contract.

"The Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the contract and shall include both contract work and extra work.

"Whenever they refer to the work or its performance, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used, they shall imply the direction, requirement, permission, order, designation or prescription of the Engineer and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approved by, or acceptable to, or satisfactory to, in the judgment of the Engineer.

ARTICLE 2: ROLES AND RESPONSIBILITIES

2.1 THE CONTRACTOR

The Contractor shall supervise, direct and perform the work in accordance with the true intent and meaning of the contract documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of the Engineer. The Contractor shall be responsible for the entire work until completed and accepted by the Owner.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Such approval, or the Engineer's failure to exercise his right to reject, shall not create a cause of action for damages.

The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Owner.

No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a contractor to fulfill in every detail all of the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or an extension of time.

The Contractor acknowledges that the Owner does not guarantee the locations shown on the plans, of pipes, ducts, utilities and other underground structures, or that all such pipes, ducts, utilities and other underground structures are shown on the plans, and that the information given is intended only as a guide to the Contractor. The Contractor shall not claim damages and shall not be entitled to payment because of any omission or faulty location on the plans of any pipes, ducts, utilities or other underground structures.

2.2 THE OWNER

The Owner, in addition to those matters expressly made subject to its determination, direction or approval in this contract, shall have the right to:

- (1) Modify or change this contract so as to require the performance of extra work, or the omission of contract work, or both, whenever it deems it in the public interest to do so;
- (2) To suspend the whole or any part of the work or terminate the entire project whenever, in its judgment, such suspension or termination is required

- (a) in the interest of the Owner generally, or
 - (b) to expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the Engineer, delayed by such suspension;
- (3) If before the final completion of all the work contemplated herein, it shall be deemed necessary by the Owner to take over, use, occupy or operate any part of the completed or partly completed work, the Owner shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the Owner after receipt of notice in writing from the supervisor that such or part thereof will be used by the Owner on and after the date specified in such notice.

2.3 THE ENGINEER

- (1) The Engineer is the person lawfully licensed to practice engineering or an entity lawfully practicing engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer" means the Engineer or the Engineer's authorized representative.
- (2) The Engineer will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Articles 7 and 8. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- (3) The Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall, subject to review by the Owner:
 - (a) Inspect the performance of the work;
 - (b) Determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder;
 - (c) Determine all questions in relation to the work, to interpret the drawings, specifications, and addenda;
 - (d) Make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the Owner or to the Contractor of the work to be done under the contract;

- (e) Amplify the plans, add explanatory information and furnish additional specifications and drawings consistent with the intent of the contract documents.
 - (f) Determine how the work of this contract shall be coordinated with the work of other contractors engaged simultaneously on this project, including the power to suspend any part of the work.
- (4) The foregoing enumeration shall not imply any limitation upon the power of the Engineer, for it is the intent of this contract that all of the work shall be subject to his determination and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein. All orders of the Engineer requiring the Contractor to perform work as contract work shall be promptly obeyed by the Contractor.
- (5) The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- (6) The Engineer shall promptly make decisions relating to interpretation of the plans and specifications.

ARTICLE 3: INTERPRETATION OF CONTRACT DOCUMENTS

3.1 CONFLICTING PLANS AND SPECIFICATIONS

In the case of conflicting information within the plans and specifications as to the type of materials or workmanship to be provided, in general, the higher quality item shall take precedence. Furthermore, the Contractor agrees that he will accept the decision of the Engineer as to which was intended or which is in the best interest of the Owner.

In the event that any provision in any of the following parts of this Contract conflicts with any provision in any other of the following parts, the provision in the part first enumerated below shall govern over any other part which follows numerically, except as may be otherwise specifically stated. Said parts are the following:

1. Addenda
2. Special Conditions for Contract
3. General Conditions for Contract
4. Detail Specifications
5. Contract Drawings

The Contractor shall verify field conditions, including measurements and other conditions, before the start of construction. Any errors, inconsistencies or omissions shall be brought to the Engineer's attention for resolution.

3.2 SHOP DRAWINGS

Where the nature of the work of the Contract makes it necessary, or where so required by the Engineer, the Contractor shall submit scale and full size shop drawings of the work for the approval of the Engineer. The shop drawings shall be complete in every detail and show any and all other necessary information in accordance with usual trade practice as particularly required for any special purposes.

The Contractor shall thoroughly check all shop drawings of the various trades for measurements, sizes of members, materials and details to make sure that they conform to the intent of the plans and specifications and for any and all other contract requirements. Drawings found to be inaccurate or otherwise in error shall be made correct. Shop drawings prepared by or under the direction of the Contractor shall be checked for accuracy and contract requirements by the Contractor before being forwarded to the Engineer. Shop drawings not so checked and noted will be returned to the Contractor without being examined by the Engineer. All measurements shall be verified at the building and/or structures.

Shop drawings shall be either catalog cuts or drawings showing construction details. The details required will vary but should include dimensions, sizes, type of material, finish, fabrication notes, special care or handling requirements, supplier or vendor name, contract, item number, name of company supplying drawing, date, revision and other information to identify and evaluate the item described.

The Engineer shall promptly review submitted drawings as an aid to the Contractor but approval of

drawings by the Engineer shall not relieve the Contractor of his responsibility of the proper performance of the work without additional cost to the Owner, whether or not the work was approved by the Engineer. Drawings will be checked for design and general arrangement only.

Six (6) sets of drawings shall be submitted. Two (2) sets will be returned to the Contractor. One (1) set of drawings shall be submitted with the final as-built drawings.

3.3 MATERIALS

All materials, equipment and articles (products) which will become the property of the Owner, shall be new unless specifically stated or shown otherwise in the contract documents.

All materials, equipment and articles (products) which are specified by brand name (i.e., manufacturer's or supplier's name or trade name and catalog or model number or name) shall be deemed to have the words "or equal" inserted in each instance. The intent is not to limit competition but to establish a standard of quality which the Engineer has determined is necessary. The Contractor may use any product equal to that named in the contract documents provided 1) that the Contractor has given timely notice of his intent (in accordance with the submittal and scheduling requirements of this contract) and 2) that the Engineer approves the proposed alternate.

The Engineer may establish criteria for product approval and shall determine whether a proposed product is to be approved.

The Contractor shall have the burden of proving at his own cost and expense, to the satisfaction of the Engineer, that the proposed product is equal to that named in the contract documents. Items offered by some manufacturers or suppliers may require changes in the contract plans or drawings. The Contractor shall bear the cost and expense of preparing and providing detailed drawings showing all changes, if any, from details shown in the contract documents, for structures, pipes, seals, controls or other devices required to insure a complete, satisfactory and operating installation. Such detailed drawings shall be subject to the Engineer's approval as to conformance with the over-all project requirements.

The Contractor shall supply the product named 1) if the Engineer determines that the Contractor's proposed product is not equal to the product named in the contract documents or 2) if the Contractor fails to comply with the provisions of this article. The Contractor shall have and make no claim for the extension of time or for damages because 1) the Engineer requires a reasonable period of time to consider a product proposed by the Contractor or 2) because the Engineer does not approve the Contractor's proposed product.

Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments necessary to accommodate the option he selects.

3.4 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and include the cost thereof in his bid. He shall defend all suits or claims for infringement of any patent rights and shall save harmless the Owner from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular

design, process or the product of a particular manufacturer is specified and the Contractor properly acquires all royalties and license fees at no additional cost to the Owner.

ARTICLE 4: PERFORMANCE OF THE CONTRACT

4.1 RESPONSIBILITY FOR DAMAGE

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 to which the work is being delivered, or any other construction in progress, or to any plant, equipment, tools, materials or property furnished, used, installed or received under this 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 at the direction of the Engineer without additional cost to the Owner.
- (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 legally liable under the laws of torts.
- (c) The Contractor shall not be responsible for damages resulting from willful acts of Owner or employees or from negligence resulting solely from acts or omissions of the Owner, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this article.
- (d) The Contractor shall indemnify and save harmless the Owner, its officers, employees and agents, from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the Owner may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Owner. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Owner to retain the whole or any part of such moneys 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 Owner.
- (e) The Contractor shall provide written notice to the Engineer within three (3) business days of any loss, damage or injury arising out of the Contractor's performance of the Contract.
- (f) No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the Owner, for, on account of, or by reason of anything done, or omitted to be done, in connection with this contract.

4.2 CLAIMS FOR DAMAGES BY CONTRACTOR

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work by reason of any act or omission of the Owner, its agents or of any persons, he shall, within five

(5) days after sustaining such damage, make and deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the Owner. If on or before the fifteenth of the month succeeding that in which any damage is alleged to have been sustained, the Contractor shall fail to make and deliver to the Engineer an itemized, verified statement of the details and amount of such damages claimed, it is hereby stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

4.3 DISPUTES

The Contractor specifically agrees to submit in writing, in the first instance, any dispute relating to the performance of this Contract to the Engineer, who shall reduce his decision to writing and furnish a copy thereof to the Contractor. The Contractor must request such decision in writing no more than fifteen days after he knew or ought to have known of the facts which are the basis of the dispute.

The decision of the Engineer shall be final and conclusive unless within twenty days from the date of receipt of such copy the Contractor serves upon the Owner a written appeal. Upon appeal, the decision of the Owner or its duly authorized representative shall be final and conclusive unless the decision is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal.

Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract, including the work being disputed, in accordance with the Engineer's decision. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

If any dispute should arise pertaining to the interpretation of this agreement or in any other area which affects this agreement which cannot be resolved, then and in that event, the dispute shall be subject to determination by a court of competent jurisdiction in Dutchess County, New York.

4.4 COORDINATION OF SEPARATE CONTRACTORS

The Owner may award other contracts related to the work. In that event, the Contractor shall coordinate his work with the work of other contractors in such manner as the Engineer may direct. Each contractor shall control and coordinate the work of his subcontractors, if any. The Engineer 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.

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 Engineer any defects in such work. His failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work.

The Engineer shall issue appropriate directions and take such other measures to coordinate and progress the work as may be reserved in the contract, and which an ordinarily reasonable project

owner in similar circumstances would be expected to take. However, the Engineer nor the Owner shall not be liable for mere errors in judgments as to the best course of action to adopt among the alternatives available in any given instance.

The award of more than one contract for the project requires sequential or otherwise interrelated contractor operations and may involve inherent delays in the progress of any individual contractor's work. Accordingly, the Owner cannot guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions and understands that he 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 Engineer approved construction schedule.

The Owner shall not be liable for ordinary delays in any case or for extraordinary delays which occur by reason of any contractor's failure to comply with directions of the Owner, or because of the neglect, failure of inability of any contractor to perform his work efficiently, or the failure of a supplier to supply or a subcontractor to perform.

Any claim for extraordinary delay caused by an allegedly unreasonable or arbitrary act, or failure to act, by the Engineer in the exercise of its 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 Owner as promptly as possible and in sufficient time to permit the Engineer to investigate and formulate appropriate instructions.

The neglect or refusal of a Contractor to comply with directions issued by the Engineer pursuant to its responsibility for supervision of the work shall constitute a failure to progress the work diligently in accordance with Contract requirements and shall justify withholding payments otherwise due, or termination of the Contract.

The Contractor shall indemnify the Engineer and the Owner for damages recovered against the Engineer and the Owner by another contractor to the extent that any such claim or judgment is the proximate result of the Contractor's failure to progress the work in accordance with Contract requirements.

4.5 CONTRACTOR'S SUPERVISION

The Contractor shall designate in writing a competent supervisor for the work to represent the Contractor at all times with authority to act for him and who can communicate effectively with the Engineer. All directions given the contractor's representative shall be as binding as if given to the Contractor. The work may be suspended by the Engineer in whole or in part, if the contractor has no such representative. The representative shall keep copies of the plans and specifications and shall have full authority to supply material and labor as required.

The Owner, or Engineer, shall have the right to demand a change in Supervisors by the Contractor, if in the sole opinion of the Owner or Engineer, the Contractor's Supervisor is unresponsive to direction or not properly executing the work. The Contractor's Supervisor shall be replaced within five (5) days of written notice by the Owner or Engineer.

4.6 PERMITS AND COMPLIANCE

The Contractor shall obtain, maintain and pay for all other 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 to the Owner.

4.7 BOUNDARIES

The Contractor and all subcontractors shall confine their equipment, apparatus, and the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Engineer. The Contractor shall be responsible for setting all grades, elevations and horizontal and vertical alignments required to layout all work called for on the plans and drawings.

4.8 REFUSE AND DEBRIS

The Contractor shall at all times keep the refuse and debris at the job site to a minimum, and at the completion of the contract shall remove all debris, waste and rubbish, tools, equipment, surplus supplies and materials, temporary structures, etc., and leave all areas "broom" or "rake" clean. The interiors of buildings shall be cleaned as stated in the Special Conditions.

4.9 SUBCONTRACTORS AND SUPPLIERS

Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Engineer in writing the name of each proposed subcontractor and supplier and obtain the Engineer'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 and supplier by the Engineer without causing delay in the work of the Project.

The Contractor's use of subcontractors and suppliers 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 his subcontractors.

The Contractor shall be responsible for informing his subcontractors and suppliers of all the terms, conditions and requirements of the contract documents.

In making payment to his subcontractors, the Contractor shall comply with the provisions of New York State General Municipal Law SS 106.b. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

4.10 CONTRACTOR'S WORK REQUIREMENTS

The Contractor shall do all the work and furnish at his own cost and expense, all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workmanlike job, complete in every respect and detail, left ready and in excellent condition for the Owner's use.

All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all Federal, State and local laws, codes, ordinances and statutes as may be in effect at the time of bidding.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications which may be in excess of the requirements mentioned herein.

ARTICLE 5: CHANGE IN THE WORK

5.1 PROCEDURE

The Owner may make changes by altering, adding to or deducting from the work, and adjusting the contract sum accordingly. All changed work shall be executed in conformity with the terms and conditions of the contract documents unless otherwise provided in the change order. Any change in the contract sum or time for completion shall be adjusted when issuing a change order.

No written or verbal instructions shall be construed as directing a change in the work unless in the form of a change order signed by the Owner and the Contractor. The change order 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 change in the work is performed, the change order shall specify the method for determining the cost and extent of the change in the work when completed. If the Contractor disagrees with any element of the change order, he shall indicate his disagreement in writing on the face of the change order and promptly proceed in accordance with the change order. If he disputes any item of the change order, he shall comply with Article 4.3.

If the Contractor encounters a situation or work for which he believes he is entitled to a change order, he shall give the Engineer or inspector notice by telephone or in person within one business day and shall await instructions before proceeding.

If the Contractor is directed to perform work for which he believes he is entitled to a change order, he shall give the Engineer prompt written notice and await instructions before proceeding to execute such work. The Engineer may order the Contractor to execute the work as contract work. If the Contractor disputes this decision, he shall give notice pursuant to the dispute provisions of Article 4.3.

5.2 PAYMENT FOR CHANGE ORDERS

The value of a change order shall be determined by one of the following methods.

- (a) By unit prices negotiated or established based on estimated cost plus fifteen percent (15%) as compensation for all other items of profit and cost or expense, including administration, overhead, superintendent, materials used in temporary structures and allowances made by the Contractor to the subcontractors.
- (b) If no unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual and reasonable net cost in money to the Contractor of the materials and of the wages of applied labor required for such extra work (including net premium for workers' compensation insurance, contributions pursuant to the State Unemployment Insurance Law, and withholding taxes pursuant to the Federal Social Security Act) , plus fifteen percent (15%) as compensation for all other items of profit and cost or expense, including administration, overhead, superintendent, materials used in temporary structures and allowances made by the Contractor to the subcontractors.
- (c) By prices specifically named in the specifications or on the Bid Form.

(d) By estimate of the value as can be determined from the approved detailed estimate.

The Contractor shall, upon request, furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of extra work.

ARTICLE 6: TIME OF COMMENCEMENT, COMPLETION AND TERMINATION FOR CAUSE

6.1 PROJECT SCHEDULE

The Contractor shall prepare a detailed construction schedule with a schedule of values for submission within ten (10) days from the award of the bid. This schedule will illustrate as a minimum, start dates and completion dates for all major construction activities concluding with a completed project date on or before the required completion date as specified in this contract. The construction schedule and schedule of values must be reviewed and approved by the Engineer. The Contractor is also responsible to provide revised schedules to the Engineer whenever known changes occur due to delays or other circumstances. As a minimum, project schedules shall be updated with each pay requisition.

6.2 TIME OF COMMENCEMENT AND COMPLETION

- (a) The Contractor must commence work on the day specified therefore in a Notice to Proceed signed by the Owner. The Contractor shall prosecute the work diligently, using such means and methods of construction as will assure its full completion in accordance with the requirements of the Contract Documents not later than the specified date therefore, or on the date to which the time of completion may be extended.
- (b) Unless the date for completion is extended pursuant to the provisions of paragraph 6.3 below, the Contractor shall complete the work within the time allotted as stated in the Contract Agreement. The Engineer shall be the sole judge as to whether the work hereunder has been completed within the time stipulated.

6.3 EXTENSION OF TIME

It is mutually agreed that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Engineer. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Engineer within five (5) days after the start of the alleged delay. If the Engineer should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required.

If, however, the Engineer should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his subcontractors or suppliers, the Engineer may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the work within the time set forth in the contract.

If the Owner deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the Owner's fiscal officer may be permitted to make payment to the Contractor for work performed beyond the completion date, the Owner will grant an extension of time necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the moneys which may become due hereunder.

In the event of delay for cause, the Contractor's sole remedy shall be the extension of time granted as hereinabove provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.

Time necessary for review by the Engineer of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

6.4 DAMAGES UPON FAILURE TO COMPLETE

It is mutually agreed between the parties that there will be, on the part of the Owner, considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended.

The amount stated in the Contract Agreement as liquidated damages is hereby stipulated as the liquidated damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefor. This amount shall in no event be considered as a penalty or otherwise than as liquidated damages of the Owner because of the said delay and the Contractor agrees that the said sum per day for each day shall be deducted and retained out of monies which may become due hereunder.

6.5 TERMINATION FOR CAUSE

If, in the judgment of the Owner, the Contractor fails or refuses to prosecute the work in accordance with the Contract, or is failing to complete the work within the time provided by the Contract, the Owner may terminate the Contract by written notice. In such event, the Owner shall order the surety to complete the work. If the surety fails or refuses to complete the work in accordance with the contract provisions, including time of completion, the Owner 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 plant, materials, equipment, tools and supplies as may be on the site of the work. Whether or not the right to terminate is exercised, the Contractor and his surety shall be liable for any damage to the Owner resulting from his failure or refusal to complete the work in accordance with the Contract or his failure to complete the work within the time provided by the Contract.

If the Owner terminates the Contract, damages shall consist of liquidated damages, if any, until the work is physically completed, plus any increased costs occasioned by the Owner in completing the work.

If the Owner does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the work is physically completed.

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 the County in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, 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 Engineer in writing of the causes of delay within five business days from when the Contractor knew or ought to have known of any such delay.

The Engineer will ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive.

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.

The rights and remedies of the Owner 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 this article.

6.6 TERMINATION OF CONTRACT FOR THE CONVENIENCE OF THE OWNER

The Owner may terminate this Contract whenever in its 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 Owner shall pay the Contractor the sum of:

- (a) the labor and material costs actually incurred for work performed in accordance with the Contract up to the effective date of such termination, plus
- (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.
- (c) The rate of profit and overhead on (a) and (b) as prescribed by this Contract and as agreed to by the engineer for change orders, provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been competed, no profit shall be included or allowed under this paragraph (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

In no event shall the Contractor's compensation exceed the total Contract amount.

The detailed estimate or amount of progress payments made to the Contractor prior to the day termination was effective shall not be conclusive evidence of costs incurred but shall be subject to audit by the County. Progress payments shall be offset against any payment which the Owner makes to the Contractor as a result of such termination.

6.7 CONTRACTOR'S DEFAULT

The Contractor shall be in default if any of the following occur:

- (1) if the Contractor fails to begin work when notified to do so by the Owner, or
- (2) if the Contractor becomes insolvent, or
- (3) if a petition of bankruptcy is filed by or against the Contractor, or
- (4) if the work to be done under this contract shall be abandoned, or
- (5) if this contract or any part thereof shall be subcontracted without the consent of the Owner being first obtained in writing, or
- (6) if this contract or any right, moneys or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or
- (7) if, at any time, the Engineer's opinion is that the work is not progressing according to the project schedule as specified in Section 6.1, or
- (8) that the work or any part thereof is unnecessarily or unreasonably delayed, or
- (9) that the Contractor is not or has not been executing the contract in good faith, or
- (10) that the Contractor is violating any of the provisions of this contract.

The Owner, without prejudice to any other rights or remedy of said Owner shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof. Upon receipt of the notice, the Contractor shall immediately discontinue all further operations on the work or such portion thereof, leaving untouched all plant, materials, equipment, and supplies.

6.8 SUSPENSION OF WORK

The Engineer 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 he, in his sole discretion, may determine. The order shall contain the reason or reasons for issuance which may include but shall not be

limited to the following: latent field conditions, substantial program revisions, civil unrest, acts of God, failure to have a supervisor on site.

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.

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.

A suspension order issued by the Engineer pursuant to this article shall have a duration not to exceed 30 calendar days. If the Contractor is not directed to resume performance of the work affected by said suspension order prior to the expiration of 30 calendar days, the Contract shall be automatically terminated for the convenience of the Owner and the Contractor shall be reimbursed in accordance with the payment breakdown.

ARTICLE 7: INSPECTION AND ACCEPTANCE

7.1 INSPECTION

The Engineer or the Owner's representative will inspect and test the work at reasonable times at the site, unless the Engineer 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 damages to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Engineer to reject the completed work. The Engineer's tests shall not be considered to take the place of tests required of the contractor specified elsewhere in the contract documents.

7.2 CONTRACTOR'S OBLIGATION TO CORRECT DEFECTIVE WORK

The Contractor shall, without charge, promptly correct any work which the Engineer finds does not conform to the contract documents, unless in the public interest the Owner consents to accept such work with an appropriate adjustment in the Contract sum. The Contractor shall promptly remove rejected material from the premises.

If the Contractor does not promptly correct rejected work including the work of other contractors destroyed or damaged by removal, replacement, or correction, the Owner may (1) correct such work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with the section on termination in the General Conditions.

The Contractor shall furnish promptly and without additional charge all facilities, labor and material reasonably needed to perform in a safe and convenient manner such inspections and tests as the Engineer requires.

The Contractor shall promptly correct work rejected by the Engineer or failing to conform to the requirements of the contract documents, whether observed before or after substantial completion

and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

7.3 PROGRESS REPORTS

The Contractor shall keep the Engineer informed of the progress of his work and particularly when he intends to cover work not yet inspected or tested. When the work is not progressed continuously, except for weekends and holidays, the Contractor shall notify the Engineer again each time before resuming work. Twenty-four hours' notice shall be given. All inspection and tests by the Engineer shall be performed in a manner not to unreasonably delay the work. The Contractor shall be charged with any additional cost of inspection when the work is not ready for inspection by the Engineer at the time stated by the Contractor or agreed to by the Engineer and Contractor.

7.4 INSPECTION PRIOR TO ACCEPTANCE

Should the Engineer 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 and materials 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 Owner shall compensate the Contractor for the additional services involved in such examination and reconstruction and if completion of the work has been delayed thereby, he shall, in addition, grant the Contractor a suitable extension of time. If the Contractor covers his work prior to allowing inspections and tests by the Engineer, the Contractor shall promptly uncover and make ready all such areas for inspections and tests, and the Contractor shall be liable for and charged with any and all additional associated costs.

No previous inspection or certificates of payment or final payment shall relieve the Contractor from the obligation to perform the work in accordance with the contract documents. In the event that the Contractor has in any way failed to comply with the contract documents, the final payment shall not act to relieve the Contractor of his responsibility to comply with the contract documents.

ARTICLE 8: PAYMENTS

8.1 PAYMENT

For the Contractor's complete performance of the work, the Owner will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the total of the Lump Sum Price at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Engineer under Article 5, less credit for any work omitted pursuant to Article 5.

8.2 PROGRESS PAYMENTS

- (a) The Owner will make monthly progress payments on account of this Contract, whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the fair value of the work completed during the previous month exceeds one thousand dollars (\$1,000).
- (b) Payment will be in an amount equal to ninety-five percent (95%) of the value of the work completed less the aggregate of all previous payments.
- (c) Payment requests shall be made on AIA forms G702 and G703 and shall be submitted by the second Friday of each month. Payment will be made on or before the 30th of the succeeding month. Payment requests shall be approved, changed or rejected by the Engineer at least three (3) days prior to the date upon which payment is scheduled to be made.
- (d) When submitting payment requests, Contractor shall certify with each request, that all subcontractors, suppliers and laborers have been paid in full (less 5 percent retainage) up to the date of the request. No payments will be made by the Owner without this certification. Delays in payment due to disagreement between the Engineer and Contractor about a quantity shall be borne by the Contractor. It is also the burden of the Contractor to obtain agreement from the Engineer or to be satisfied with his estimate.
- (e) All materials and work covered by progress payments shall become the property of the Owner; however, such payments made to the Contractor shall not be construed as acceptance by the Owner of any work or materials not in accordance with the Plans and Specifications.

8.3 SUBSTANTIAL COMPLETION

- (a) When the work or major portions thereof are substantially completed, the Contractor may submit a request for payment of the remaining amount of the contract amount. Upon receipt of such request for payment, the Engineer shall make an inspection and identify all work that is incomplete or otherwise not ready for final acceptance. The Owner shall approve and promptly pay the remaining amount of the contract balance less two times the value of any remaining items to be completed (as identified in the Engineer's Certificate of Substantial Completion) and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Certificate of Substantial Completion may also assign responsibilities for security, maintenance, damage to the work, insurance, etc. The Certificate shall fix the time within which the Contractor shall complete all items listed as being incomplete or otherwise not ready for final acceptance.
- (b) As the remaining items of work (as identified in the Engineer's Certificate of Substantial Completion) are satisfactorily completed or corrected, the Contractor may prepare a request for payment, but not more often than monthly, for any such work. The Owner shall pay as in paragraph 8.2.a. above.

8.4 FINAL PAYMENT

- (a) Within thirty (30) days after receiving notice from the Contractor of completion of all of the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the work under this contract, the Engineer will cause a final inspection to be made for approval of all the work done under this contract. If upon such inspection the Engineer determines that no further work is to be done, the Owner will issue a Certificate of Completion to the Contractor for the work done under this contract.
- (b) As a condition precedent to receiving final payment therefore, the Contractor shall submit verified statements similar to those required under paragraph 8.2.d. and shall also submit proof of title to the materials and equipment covered by the contract.
- (c) Contractor shall also, prior to the request for final payment, supply to the Owner, affidavits and certificates of payment for labor, material and equipment (where applicable).
- (d) Owner will, not later than forty five (45) days after the final acceptance of the work under this Contract, pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and the amount retained, pursuant to the period of maintenance and guarantee. It is mutually agreed that, all prior payment having been based on estimates made solely to enable the Contractor to prosecute the work advantageously, the final payment will be subject to such corrections as may be found necessary to bring the total payments into agreement with the contract price.

8.5 ACCEPTANCE OF FINAL PAYMENT

The acceptance by the Contractor or by anyone claiming by or through him of the final payment shall operate as and shall be a release to the Owner and every officer and agent thereof, from any and all claims and all liability to the Contractor for any thing done or furnished in connection with this work or project and for any act or neglect of the Owner or of any others relating to or affecting the work. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance bond.

8.6 CONTRACT QUANTITIES

The quantities actually required to complete the contract work may be less or more than estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8.7 MAINTENANCE AND GUARANTEE

The Contractor shall remedy all defects, paying the cost of any damage to other work resulting therefrom, which shall appear within a period of one year from the date of completion as evidenced by the Owner's Certificate of Completion. The Contractor shall, for this period, indemnify and hold harmless the Owner, its officers, and agents from any injury done to property

or persons as direct or alleged result of imperfections in his work or any other claims, actions or proceedings and the Contractor shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

The performance bond shall remain in full force and effect through the guarantee period unless a separate maintenance bond is provided.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the Engineer not later than ten (10) days subsequent to the expiration of the one year period, the Owner shall have the right to have the work done by others and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor at the end of the one year guarantee period without interest. If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Owner.

8.8 NO ESTOPPEL

The Owner or any department, officer, agent, or employee thereof, shall not be bound, precluded, or estopped by any acceptance, return certificate or payment made or given under or in connection with this Contract by the Owner, at any time, either before or after final completion and acceptance of the work and payment therefor:

- (a) showing the true and correct classification amount, quality or character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such acceptance, return certificate or payment is untrue, incorrect, or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the contract documents, or
- (b) from demanding and recovering from the Contractor any overpayments made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the contract documents, or
- (c) both a and b above.

ARTICLE 9: BONDS AND INSURANCE

9.1 CONTRACT SECURITY

If at any time Columbia County / Owner shall have become dissatisfied with any surety or sureties then upon the performance bond or if for any other reason such bond shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice from the Owner's attorney to do so, substitute an acceptable bond in such form and amount and signed by such other surety as may be satisfactory to the Owner's attorney. The premiums on all bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety shall have been qualified.

9.2 INSURANCE

Contractor shall at its expense, purchase and maintain in effect until acceptance of the entire project by the Owner insurance coverage with insurance companies satisfactory to the Owner. Contractor's insurance carriers shall be A-/VII rated or better by AM Best and shall be admitted to write such policies in the State of New York.

Contractor shall maintain the following minimum coverages:

- 1) **Commercial General Liability** (CGL) with limits of insurance not less than \$3,000,000 each occurrence and \$3,000,000 annual aggregate. The CGL general aggregate coverage limit, shall apply separately to each project.

In addition,

- A) CGL coverage shall be written on ISO Occurrence form CG00 01 (10/01) or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- B) Columbia County, Engineer, and all other parties required of Columbia County Greenport Transfer Station Facility Expansion shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11/85) (on going and product completed operations) or both CG 20 10 (10/01) (ongoing operations) and CG 20 37 (10/01) (product completed operations) or an equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.
- C) There shall be no endorsement or modification of the Contractors CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by Contractors.
- D) Contractor shall waive all rights of subrogation against Columbia County, and Engineer and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability policy (CGL).
- E) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

2) **Automobile Liability**

- A) Business auto liability with limits not less than \$1,000,000 each accident.
- B) Business auto coverage must include coverage for the liability arising out of the use of all owned, leased hired and non-owned automobiles.

3) Commercial Umbrella/Excess

- A) Umbrella/excess liability limits of not less than \$1,000,000.
- B) Umbrella coverage must follow form the CGL.

4) Workers Compensation and Employers Liability

- A) Statutory Employers Liability insurance limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit as required for New York State. The limit shall be \$500,000 in other States
- B) Workers Compensation coverage will be written to include all employees, including all executive officers.

Certificates of insurance acceptable to the Owner shall be filed with Central Services prior to commencement of the Contractor's Work. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Contractor's commercial general liability (CGL) policy.

Certificates of insurance and the insurance policies required shall contain a provision that coverages afforded under the policies will not be cancelled, changed or allowed to expire until at least 30 days prior written notice has been given to Columbia County.

In the event that Contractor fails to obtain or maintain any required insurance, Columbia County may purchase such insurance and back charge the expenses thereof to the Contract amount, or may terminate the contract.

Indemnification Agreement

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and defend Columbia County and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this paragraph. In addition, nothing herein shall obligate Contractor to indemnify Owner or Engineer against their own negligence.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 COMPLIANCE WITH CODES AND LAWS

All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all federal, State and

local laws, codes, ordinances and statutes as may be in effect at the time of bid opening.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications which may be in excess of the requirements mentioned herein.

The organization or arrangement of the plans and specifications shall not operate to define or establish the work to be performed by any trade or subcontractor.

10.2 SERVICE OF NOTICES

The Contractor hereby designated the business address specified in his bid as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-office box regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Engineer.

Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a corporation, upon any officer or director thereof.

10.3 LABOR STANDARDS

The Contractor and its subcontractors shall comply with all local, State and federal rules, including, but not limited to the Occupational Safety and Health Act of 1970, the Contract Work Hours and Safety Standards Act, and the New York State Labor Law with respect to hours of work, posting of notices, deductions in wages, and apprenticeship training programs.

10.4 RECORD-KEEPING REQUIREMENT

The Contractor shall establish and maintain complete and accurate books, records, payroll records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Engineer or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

10.5 NON-ASSIGNMENT CLAUSE

This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, subcontracted or otherwise disposed of without the previous consent, in

writing, of the Owner and any attempts to assign the contract without the Owner's written consent are null and void. The Contractor may assign its rights to receive payment with the Owner's prior written consent.

10.6 NON-COLLUSIVE BIDDING REQUIREMENTS

Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Owner a Certification of Non-Collusion by Bidders on Contractor's behalf.

10.7 WAGE AND HOURS PROVISIONS

Neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

10.8 WORKERS' COMPENSATION BENEFITS

This Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

10.9 NON-DISCRIMINATION REQUIREMENTS

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to insure that all employees are employed, and that employees are treated equally during employment, without regard to their race, creed, color, sex or national origin.

10.10 PREVAILING WAGE SCHEDULES

The Contractor shall use the current schedule of construction wage rates as provided by the NYS Department of Labor.

SPECIFICATIONS

FOR

**GREENPORT TRANSFER STATION FACILITY EXPANSION
COLUMBIA COUNTY, NEW YORK**

**GENERAL CONTRACT WORK
5136.0**

DIVISION 500

SPECIAL CONDITIONS

PREPARED BY:

**CRAWFORD & ASSOCIATES
ENGINEERING, P.C.
4411 ROUTE 9
SUITE 200
HUDSON, NEW YORK 12534**

INSTRUCTIONS TO BIDDERS

It is the intent of Columbia County to obtain bids for the design and construction of a new structure of pole barn type construction to be located at the existing Greenport Transfer Station located at 51 Newman Road, Hudson NY This building is to be designed and built in accordance with these specifications and accompanying drawings. The building dimensions shall be 54 feet by 53 feet. The pre-engineered wood building proposal shall include all costs associated with purchase and installation of the pre-engineered structure. Site work shall include installation of the entire structure and all interior and exterior finishes.

The contractor shall provide all equipment, plans stamped by a NYS Licensed Professional Engineer, materials, labor, and supervision for a complete building. The contractor shall supply all design drawings necessary for the construction of the building and other systems and is responsible for its structural integrity and the integrity of the systems installed, the attached drawings are for the purpose of establishing dimensions and performance standards only. Alternatives may be proposed but, must include a full statement indicating the proposed alternative and the means in which it meets the standards established by the plans and these specifications. The building site shall be as established by Columbia County, as generally shown on the attached plans.

GENERAL

The Contractor shall supply all material, equipment, labor, plans, and supervision to provide a complete installation in accordance with these specifications and accompanying drawings. The project shall consist of but not be limited to: excavation, backfill, layout of work, structural framing, roofing, trusses, doors (personnel), hardware, flashing, caulking, and trim.

The building shall be of typical pole barn construction. The workmanship shall conform to generally accepted construction methods and practice in the building trades. All systems of the building shall be a complete installation without defects warranted for a minimum period of one (1) year or as otherwise specified after final acceptance by the County as complete. (Other warrantee requirements are included herein.) All materials, assemblies, construction and equipment shall conform to the regulations contained within the 2015 International Building Code and the 2017 Uniform Code Supplement.

All material shall be new, free from defects, and meet all applicable standards. The building is to be designed and built in accordance with these specifications and accompanying drawings. Before the contract is awarded but within twenty (20) days after the bid and after due notice by the County, the apparent successful bidder shall submit to the owner for evaluation a preliminary set of plans and specifications for the building he proposes to construct for the bid price. Included in the specifications shall be all materials to be used for the construction of the building. The drawings shall bear the stamp and

signature of a professional architect or professional engineer registered in the State of New York thereby certifying that the structural design of the building fulfills the requirements of these specifications and generally accepted standards of the construction industry.

The bid consideration shall include but not be limited to:

- ▶ Excavation, backfill, and compaction.
- ▶ Complete building design and construction.
- ▶ Removal of all construction debris related to contractor's work.
Cleaning to be done on a daily basis.
- ▶ Protection of own work and laborers.
- ▶ Temporary enclosures of doors and overhead doors, if required.
- ▶ All permits and fees for construction.
- ▶ Coordination of work with others (ie. electrical, mechanical, County).
- ▶ Completion of punch list items in a timely fashion.
- ▶ Project completion by October 29, 2021.

BUILDING

Treated Timber Columns

Columns shall be a minimum of No. 1 Southern Yellow Pine kiln dried to 19% moisture content. Where wood comes in contact with the ground, the wood shall be pressure treated with a wood preservative to 0.6 lbs. per cubic foot and kiln dried after treating to 19% maximum moisture content. Preservative to be chromated copper arsenate type III (Type C) or equal as listed in the American Wood Protection Association Specification U1-14. The preservative shall penetrate 100% of the sapwood.

The timber columns shall be accurately placed and shall extend four feet (4') below grade and set on a poured in place concrete pad of adequate size to support the column loads. When column is accurately positioned in the hole 12" of additional concrete mix is to be placed in the hole then backfilled with dry gravel and compacted in eight inch (8") lifts to required grade.

Framing Lumber

All other framing lumber shall be of Douglas Fir No. 2 (Standard Grade) or better and free of warping, twisting or splitting.

All joints in framing shall be staggered.

Roof Trusses

All lumber used in the construction of wood trusses shall be kiln dried and graded in accordance with current grading rules. The design of wood members must be in accordance with formulas published in the 2015 edition of the National Design Specifications for Wood Construction. Light metal toothed connector plates and joint design must conform to specifications set out in the 2014 editions of Truss Plate Institutes' Design Specifications for Metal Plate Connected Wood Trusses (TPI 1-2014). Connector plates shall be fabricated from ASTM 653 Grade A, No. 18 and No. 20 steel sheets galvanized with a G90 coating.

Trusses shall be connected to columns at front and rear of structure at intervals of no more than sixteen feet on center (16' o.c.). Columns shall extend full height to connect to top and bottom chord of truss.

Truss design shall be certified by a professional engineer licensed to practice by the State of New York. Certification shall include a statement indicating that the trusses will withstand 80 mph wind loads.

Truss members and joints must be designed in accordance with TPI 1-2014. All truss designs must be accompanied by complete and accurate shop drawings and contain the following information:

- a. Slope or depth, span, and spacing of the truss.
- b. Location of all joints and support locations
- c. Number of plies if greater than one
- d. Required bearing widths
- e. Heel bearing height.
- f. Design loading to include:
 1. Top chord live load
 2. Total dead load
 3. Ceiling dead load (if applicable)
 4. Concentrated loads and their points (if applicable)
 5. Environmental design criteria and loads (wind, rain, snow, seismic, etc)
- g. Adjustments to lumber and plate design values for conditions of use.
- h. Maximum reaction force and direction, including maximum uplift reaction forces where applicable
- i. Metal-connector plate type, size and thickness or gage, and the dimensioned location of each metal connector plate except where symmetrically located relative to the joint interface

- j. Lumber size, species, and grade for each member.
- k. Truss-to-truss connections and truss field assembly requirements
- l. Calculated span-to-deflection ratio and maximum vertical and horizontal deflection for live and total load as applicable
- m. Maximum axial tension and compression forces in the truss members
- n. Required permanent individual truss member restrain location and method and details of restraint/bracing to be used in accordance with section 2303.4.1.2 in the 2015 IBC

Engineering analysis and design data must be available upon request. This analysis shall include the following information:

- a. Axial forces and bending moments for each member.
- b. Basic plate design value.
- c. Design analysis of each joint showing that proper plates have been used.

Roofing

Roofing shall be a ribbed type metal roof panel. Panels shall be cold formed galvanized steel sheets, 29 gage (or heavier). Panels shall be finished with Galvalum or equal. Top side of the panel shall have a coating with a minimum coating thickness of 1.2 mils dry film thickness. Panel bottom side shall have a minimum coating thickness of 0.5 mil. Roof color to be chosen by Owner from standard color selection.

Concrete Slab

A. GENERAL

Install a six inch (6") thick reinforced concrete floor slab with perimeter haunch throughout the building. Concrete shall be Class E as specified in the "Standard Specifications (Construction and Materials)" of the New York State Department of Transportation, current edition, as amended. Concrete shall be proportioned to yield an ultimate compressive strength of 4,000 psi at 28 days. The following shall also apply:

- 1. Two six mil polyethylene moisture barriers shall be placed between the bottom of the slab and the soil over the entire floor of the building. The sheets of polyethylene shall overlap by a minimum of twelve inches.
- 2. Compaction testing shall be performed prior to placing of concrete to ensure that 95% modified proctor density (MPD) has been achieved. Contractor shall not install concrete unless this has been verified.

3. All interior slabs are to be steel troweled to a smooth (not glass) finish and a round edge at all door openings and around all drains, etc. to prevent edge chipping. The concrete slab shall be sealed.
4. All concrete to have 5% +/- 1% entrained air.
5. Maximum concrete slump to be 4". A tolerance of up to ½ " above the indicated maximum should be allowed for individual loads provided the average for all loads or the most recent 3 loads tested, whichever is fewer, does not exceed the maximum limit.

B. REINFORCING MATERIAL

1. Provide six inch welded wire mesh (6x6 W4.0/W4.0) mats (rolls not acceptable) and fibermesh as shown on plans.
2. Provide diagonal reinforcing bars at column comers and at comers of all slab openings.
3. Provide supports for reinforcement including bolsters, chairs, spacers, bricks with reinforcing wire and other devices for spacing, supporting and fastening reinforcing bars. Pulling of reinforcement with hooks is prohibited.
4. All reinforcing shall have a minimum two inch concrete cover.

C. JOINTS

1. Control (contraction) joints: spacing shall be as shown on the plans.
 - a. Saw-cut: joints shall extend into the slab a minimum of one and one-half inches.
 - b. Preformed steel: these joints shall be installed at the locations shown on the plans. These joints shall be sealed with an elastomeric caulking which will expand and contract with the concrete.
2. Isolation (expansion) joints: these joints shall completely separate the floor slab from the aprons. They shall be one-half inch thick and be filled with approved rubber joint filler. Care shall be taken to ensure that all edges of slab are isolated from adjoining construction to avoid cracking.

D. PENETRATIONS

All penetrations of the floor slab and aprons and embedded items shall be made by the concrete contractor for other contractors. The concrete contractor shall coordinate the work of the plumbing, heating, electrical, and any other contractors, and the Owner representative, with his work so that all penetrations are performed appropriately.

E. TESTING

Concrete shall be sampled and tested as follows:

1. Sampling fresh concrete: ASTM A 182, except modified for slump to comply with ASTM C 94.
2. Slump: ASTM C 143, one test for each concrete truck load at point of discharge; and one for each set of compressive strength test specimens.
3. Air Content: ASTM C 231, pressure method; one for each set of compressive strength test specimens.
4. Concrete Temperature: Read and record hourly when air temperature is 40 degrees F and below; and when air temperature is 80 degrees F and above; and each time of set of compression test specimens made.
5. Compressive Strength Tests: One set of 3 standard cylinders as per ASTM C 31, for each 30 cubic yards, or fraction thereof, of all concrete placed in any one day for each 500 square feet of slab surface placed in one day. The Laboratory will provide a storage box at the site and ship the cylinders to the Laboratory 24 or 48 hours after molding. One cylinder to be broken as per ASTM C 39, at seven days and two at twenty-eight (28) days.
6. Additional Cylinders: To check on form stripping times and the adequacy of projections, additional cylinders may be made and field cured at the discretion of the Owner and/or the Owner's Engineer.

Wall Panels

Exterior

Wall system shall be minimum 29 gauge (or heavier), cold formed galvanized steel panels coated on both sides. Panels shall be of differing lengths as follows: bottom wainscot panel shall extend from base to four foot height. Remaining panels shall be continuous length from top of four foot panels to roof trim on sidewalls and endwalls. The topside of the panel shall have a baked on fluoropolymer topcoat over 0.2 mil primer for a total nominal thickness of 1 mil. The underside of the panel shall have a two coat finish with a nominal thickness of 0.5 mil. Color to be chosen by Owner from selection of standard colors.

Transition flashing shall be installed between wall panels and wainscot panels. Wainscot panel shall be installed with screw fasteners of the same color.

Wall panels to be fastened to building frame with EPDM washered hot dip galvanized screws.

Building Trim

Building trim corners, base and fascia shall be of same quality material as wall panels. Color to be chosen by Owner from standard selection.

Roof Ventilation

A continuous ridge vent shall be installed the entire length of the building ridge. Ridge vent to be "Vent-A-Ridge" or equal.

Underside of overhang to be finished with pre-fabricated vented aluminum soffit as manufactured by Alcoa Building Products or equal. Soffit and vent-a-ridge to have equal amount of air opening and installed with proper filler strips, weatherseal and connectors. Color to be chosen by Owner from selection of standard colors.

Personnel Doors Exterior

Building to have one exterior personnel doors 3'-0" wide by 6'-8" high. Door shall be installed at location shown on the plans.

Doors shall be laminated sandwich of expanded polyester foam and steel. Foam to have a density of 1.0 lb. per cubic foot with wood stiles and rails and wood blocking as a lock reinforcement. The steel shall have a minimum thickness of 0.025". Door to be primed and

painted with enamel paint. Color to be chosen by Owner. Doors shall be 1-1/2 hour fire rated and labeled as such.

Frames shall be knockdown type, minimum 18 gage. Frame to be finished with a commercial grade magnetic weatherstrip on head and lock jambs. Hinge jamb shall have a compression weatherstripping.

Hinges shall be galvanized 4 x 4 butt hinges with non-removable pins. Each door shall have three hinges.

Shop drawings/catalog cuts of all hardware shall be submitted for review and approval by Engineer prior to installation.

REQUIRED WARRANTIES

COMPREHENSIVE

All building parts, materials and workmanship shall be warranted for one full year from the date of acceptance by the County.

ROOF/SIDING

The roof shall be warranted from leakage for five years from the date of acceptance by the County.

DAMAGE FROM WIND LOADS

The building framework and roof and side panels shall be warranted for five years from the date of acceptance by the County from damage caused by wind loads

PAINT

All paint shall be warranted for twenty (20) years from the date of acceptance by the County from peeling, checking, chalking, or color change.

TREATED LUMBER

All preservative-treated columns and lumber shall be warranted for a period of fifty (50) years from the date of acceptance by the County, if the lumber fails due to decay or insect damage.

DAMAGE FROM SNOW LOADS

The building framework and roof and siding panels shall be warranted for a period of fifty (50) years from the date of acceptance by the County from damage directly caused by snow loads.

SPECIFICATIONS

FOR

**GREENPORT TRANSFER STATION FACILITY EXPANSION
COLUMBIA COUNTY, NEW YORK**

**GENERAL CONTRACT WORK
5136.0**

DIVISION 600

PREPARED BY:

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ENGINEERING, P.C.
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SUITE 200
HUDSON, NEW YORK 12534**

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 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 302 - Guide for Concrete Floor and Slab Construction.
 - 4. ACI 305R - Guide to Hot Weather Concreting.
 - 5. ACI 306.1 - Standard Specification for Cold Weather Concreting.
 - 6. ACI 308.1 - Specification for Curing Concrete.
 - 7. ACI 318 - Building Code Requirements for Structural Concrete.
 - 8. ACI 347 - Guide to Formwork for Concrete.
 - 9. ACI 350 – Environmental Engineering Concrete Structures.
- B. ASTM International:
 - 1. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. ASTM C33 - Standard Specification for Concrete Aggregates.
 - 3. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete specimens.
 - 4. ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
 - 5. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
 - 6. ASTM C143 - Standard Test Method for Slump of Hydraulic-Cement Concrete.
 - 7. ASTM C150 - Standard Specification for Portland Cement.
 - 8. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
 - 9. ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
 - 10. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - 11. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 12. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
 - 13. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
 - 14. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
 - 15. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
 - 16. ASTM C685 - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
 - 17. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.

18. ASTM C989 - Standard Specification for Slag Cement for Use in Concrete and Mortars.
19. ASTM C1017 - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
20. ASTM C1064 - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
21. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
22. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete.
23. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.
24. ASTM C1218 - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
25. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
26. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
27. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
28. ASTM D1752 - Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
29. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
30. 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.
31. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: For each type of product.
- C. Design Mixtures: For each concrete mixture.
- D. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement, including rebar and formwork accessories.
- E. Material certificates and test reports.
- F. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.
- G. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of the referenced codes, specifications and standards, except where more stringent requirements are shown or specified.
- B. Perform Work according to ACI 318.

- C. Comply with ACI 305R when pouring concrete during hot weather.
- D. Comply with ACI 306.1 when pouring concrete during cold weather.
- E. Acquire cement and aggregate from one source for Work.
- F. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- G. Testing Agency Qualifications: An independent agency, qualified according to ASTM C1077 and ASTM E 329 for testing indicated.

1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Coordinate with testing agency to perform preconstruction testing on concrete mixtures. Refer to Special Inspection testing requirements.

1.6 FIELD CONDITIONS

- A. Section 01 50 00 - 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 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301.
 - 2. ACI 117.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

- C. Form Coatings: Provide commercial formulation form-coating compounds with a maximum VOC of 350 mg/l that will not bond with stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units that will leave no metal closer than 1-1/2" to exposed surface. Provide watertight snap-ties for liquid holding structures.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed.
- B. Galvanized Reinforcing Bars: ASTM A615, Grade 60 zinc coated after fabrication and bending.
- C. Epoxy-Coated Reinforcing Bars: ASTM A615, Grade 60, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- D. Plain-Steel Welded-Wire Reinforcement: ASTM A1064, plain, fabricated from as-drawn steel wire into flat sheets.
- E. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064, flat sheet.
- F. Galvanized-Steel Welded-Wire Reinforcement: ASTM A1064, plain, fabricated from galvanized-steel wire into flat sheets.
- G. Epoxy-Coated Welded-Wire Reinforcement: ASTM A884, Class A coated, Type 1, steel.
- H. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."
- I. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
- J. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs that are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.4 CONCRETE MATERIALS

- A. Cementitious Materials:
 - 1. Portland Cement: ASTM C150, Type I/II
 - 2. Fly Ash: ASTM C618, Class F.
 - 3. Use one brand of cement throughout project unless otherwise acceptable to Engineer.
 - 4. Type II Cement shall be used in slab-on-grade.
- B. Normal-Weight Aggregates: ASTM C33, graded.

1. Maximum Coarse-Aggregate Size: According to ACI 318.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Lightweight Aggregate: ASTM C330, maximum size per ACI 318.
- D. Water: ASTM C94 and potable without deleterious amounts of chloride ions.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Air-Entraining Admixture: ASTM C260.
 2. Water-Reducing Admixture: ASTM C494, Type A.
 3. Retarding Admixture: ASTM C494, Type B.
 4. Accelerating Admixture: ASTM C494, Type C.
 5. Water-Reducing and Retarding Admixture: ASTM C494, Type D.
 6. Water Reducing and Accelerating Admixture: ASMTM C494, Type E
 7. High-Range, Water-Reducing Admixture: ASTM C494, Type F.
 8. High-Range, Water-Reducing and Retarding Admixture: ASTM C494, Type G.
 9. Plasticizing and Retarding Admixture: ASTM C1017, Type II.
 10. Corrosion-Inhibiting Admixture: ASTM C494, for use in resisting corrosion of steel reinforcement.
- F. Admixture Manufacturers:
1. Sika Corp.
 2. WR Grace Co.
 3. Euclid Chemical Co.
 4. Or approved equal.

2.5 FIBER REINFORCEMENT

- A. Synthetic Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C1116, Type III.
- B. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C1116, Type III.

2.6 CURING MATERIALS AND SEALING COMPOUNDS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.

- E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C309, Type 1, Class A. Moisture loss not more than 0.055 gr./sq. cm. when applied at 200 sq. ft./gal.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
 - a. "Kure-N-Seal WB", Sonneborn-Rexnord.
 - b. "Dress & Seal WB", L & M Construction Chemicals
 - 2. Do not apply sealers to concrete surfaces scheduled to receive floor systems or finish coatings.
- F. Interior/Exterior Exposed Concrete Slabs - Sealer:
 - 1. One component penetrating sealer that does not alter the color or texture of concrete floors. Penetrating sealers shall be a one-part liquid, composed of a minimum of 40% silane or siloxane material, with no petroleum distillates.
 - 2. Prepare surface according to manufacturer's recommendations.
 - 3. First Coat: ChemMasters, Inc. "Aquanil Plus 40A" or approved equal.
 - 4. Second Coat: Repeat first coat.
- G. Interior Exposed Concrete Slabs - Epoxy:
 - 1. Preparation: Prepare surface according to manufacturer's recommendations. Ensure that any previously applied curing compounds are compatible.
 - 2. First Coat: Milamar Coatings ICO Primer LV at 125-150 sq. ft. per gallon. (Approx. 4-6 mils DFT).
 - 3. Second Coat: Milamar Coatings ICO Floor Coating at 150 sq. ft. per gallon. (Approx. 10 mils DFT) with 1/3 lb per sq. ft. of broadcast aggregate applied randomly but as evenly as possible to the desired areas. Final texture to be determined by owner.

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-impregnated fiberboard or felt. Thickness as per plans or 1/2" minimum where not specified.

2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Pozzolans:
 - 1. Maximum amount allowed; 20% of total cement plus pozzolan weight.
 - 2. Fly ash replacement for cement shall be a 1.2:1 ratio.
 - 3. Fly ash supplier shall be on the New York State Department of Transportation's current "Approved List of Suppliers of Fly Ash".
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.9 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Use Normal-Weight Concrete unless noted and specified otherwise.
- B. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Engineer for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.
- C. Submit written reports to Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until proposed mix designs have been reviewed by Engineer.

- D. Mix parameters:

Element	28 Day Strength	Air Content	Course Aggregate	Initial Max. Slump	Notes
Footings	4,000 psi	4%-6%	ASTM #56	3"	
Foundation Walls & Piers	4,000 psi	4%-6%	ASTM #56	4"	
Interior Walls, Beams & Columns	4,000 psi	N/A	ASTM #56	4"	
Exterior Slabs	4,000 psi	6%-8%	ASTM #56	3"	a, c, f
Interior Slabs	4,000 psi	1%-3%	ASTM #56	3"	a, b, c, d, e, f
Fill Concrete	2,000 psi	1%-3%	ASTM #67	4"	

Notes:

- a. Use Type II cement.
- b. A vibratory screed shall be used for these slabs. This requirement may be relaxed (as approved by the Structural Engineer) if a HRWR is used.
- c. Mixing water for this concrete shall be limited to 250 lbs. per cubic yard. Workability shall be obtained by methods other than the addition of water.
- d. A gradation analysis of the coarse aggregate shall be submitted with the mix design. A minimum of 5% shall be retained on a 1" sieve.
- e. A gradation analysis of the coarse aggregate shall be submitted with the mix design. A minimum of 5% shall be retained on a ¾" sieve.
- f. If a high range water reducer (HRWR) is used to improve workability than the maximum slump limits may be relaxed as approved by the Structural Engineer.

- E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant,

as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

- F. Pump mixes: Maximum water/cement ratios must be maintained. If additional workability is required for pumped placement, high or mid-range water reducers shall be used in lieu of additional water.

2.10 FABRICATING REINFORCEMENT

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

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94 and ASTM C1116, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 °F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 °F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.5 WATERSTOP INSTALLATION

- A. Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions.

3.6 CONCRETE PLACEMENT

- A. Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.
- B. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete. Verify concrete cover over reinforcement. Verify that required inspections are completed.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete according to ACI 301.
 - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit

duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

- D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
 - 1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Bring slab surfaces to correct level with straightedge and strike off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
 - 3. Maintain reinforcing in proper position during concrete placement.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:
 - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 - 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part Portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 - 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part Portland cement and 1 part fine sand with a 1:1 mixture of bonding agent and water. Add white Portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

- A. General:
1. Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces.
 2. Do not wet concrete surfaces.
 3. Surface plane shall meet tolerances for floor flatness (Ff) of 20 and floor levelness (Fl) of 17.
 4. Slope surfaces uniformly to drains where indicated.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.
1. Apply scratch finish to surfaces to receive concrete mortar setting beds for tile, Portland cement terrazzo, and other bonded cementitious floor finish material, and as otherwise indicated.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
1. Apply float finish to surfaces to receive trowel finish and slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, and as otherwise specified.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 2. Finish and measure surface, so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thinset method. While concrete is still plastic, slightly scarify surface with a fine broom.
1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

- G. Sealing, priming, and finish covering preparation
 - 1. Refer to Section 2.6 and finish schedule for requirements.

3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.
 - 5. Contractor shall verify compatibility of all surface applied evaporation retarders, curing compounds, sealers, and other coatings with final surface finishes. Refer to Section 09 90 00 and finish schedule for requirements.

3.10 SHORES AND SUPPORTS

- A. General: Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified.

- B. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to support work without excessive stress or deflection.
- C. Keep shores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.

3.11 REMOVAL OF FORMS

- A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50°F (10°C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days and until concrete has attained at least 75% of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.

3.12 REUSE OF FORMS

- A. Clean and repair surfaces of forms to be reused in work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces except as acceptable to Engineer.

3.13 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

3.14 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

- B. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.
1. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar before bonding compound has dried.
 2. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- C. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry-pack mortar, or precast cement cone plugs secured in place with bonding agent.
1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
- D. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having required slope.
1. Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing and cracks in excess of 0.01" wide or that penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop outs, honeycomb, rock pockets, and other objectionable conditions.
 2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
 3. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with patching compound. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Engineer.
- E. Perform structural repairs with prior approval of Engineer for method and procedure, using specified epoxy adhesive and mortar.

3.15 FIELD QUALITY CONTROL DURING CONSTRUCTION

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Contractor shall coordinate with the Owner-retained independent special inspection testing firm to sample materials, perform tests and inspections.

- C. Sampling and testing for quality control during placement of concrete may include the following, as directed by Engineer.
- D. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94.
1. Slump: ASTM C143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
 2. Air Content: ASTM C173, volumetric method for lightweight or normal weight concrete; ASTM C231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
 3. Concrete Temperature: Test hourly when air temperature is 40°F (4°C) and below, when 80°F (27°C) and above, and each time a set of compression test specimens is made.
 4. Compression Test Specimen: ASTM C31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cure test specimens are required.
 5. Compressive Strength Tests: ASTM C39; one set for each day's pour plus additional sets for each 25 cu. yds. more than the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, one specimen tested at 28 days, one specimen tested at 56 days, and one specimen retained in reserve for later testing if required.
 - a. When frequency of testing will provide fewer than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
 - b. When strength of field-cured cylinders is less than 85% of companion laboratory- cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete. Provide additional testing as ordered by Engineer.
 - c. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
- E. Test results will be reported in writing to Engineer, Owner's Representative, ready-mix producer, and Contractor within 24 hours. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
- F. Non-destructive Testing: Impact hammer, sonoscope, or other non-

destructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.

- G. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer or Owner's representative. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified at no cost to Owner.

END OF SECTION 03 30 00

CAST IN PLACE CONCRETE

03 30 00 - 15

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Framing with dimension lumber.
 - 2. Framing with engineered wood products.
 - 3. Shear wall panels.
 - 4. Rooftop equipment bases and support curbs.
 - 5. Wood blocking and nailers.
 - 6. Wood furring.
 - 7. Wood sleepers.
 - 8. Plywood backing panels.

1.2 REFERENCE STANDARDS

- A. American Plywood Association (APA)
 - 1. Performance Standards and Qualification Policy for Structural-Use Panels, Form No. E445.
 - 2. Voluntary Product Standard, PS 1-09, Structural Plywood.
- B. American Wood Protection Association (AWPA)
 - 1. Standard U1.
- C. ASTM
 - 1. ASTM D3498, Standard Specification for Adhesives for Field-Gluing Plywood to Lumber Framing for Floor Systems
- D. National Institute for Standards and Technology (NIST), U.S. Department of Commerce (DOC)
 - 1. American Softwood Lumber Standard (Voluntary Product Standard PS 20).

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- C. Wood Treatment Data:
 - 1. Submit chemical treatment manufacturer's instructions for handling, storing, installation and finishing of treated material.
 - 2. Submit written statement indicating that all field-cut treated lumber has received field treating.

- D. Compatibility of Roofing with Treated Wood: Submit evidence from roofing manufacturer indicating that all wood materials which come into contact with roofing and roofing accessories are compatible and will not affect the roofing warranties.
 - 1. Preservative Treatment: For each type specified, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained and conformance with applicable standards.
 - 2. For water-borne treatment, include statement that moisture content of treated materials was reduced to levels indicated prior to shipment to project site.
- E. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.
 - 2. Fire-retardant-treated wood.
 - 3. Engineered wood products.
 - 4. Shear panels.
 - 5. Power-driven fasteners.
 - 6. Post-installed anchors.
 - 7. Metal framing anchors.

1.4 QUALITY ASSURANCE

- A. All wood materials in this Section must be new and free from warps, cracks, bends, bows and knots. Any wood material installed under this Section which does not meet the requirements shall be removed and replaced at no cost to the Owner.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.
- C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
 - 1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWA U1-18; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with two heavy brush coats of same chemical used for treatment and to comply with AWWA M4. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.
- E. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
 - 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 - 1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.

- C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat items indicated on Drawings:

2.4 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction, No. 3, Stud, or Standard grade.
 - 1. Application: Interior partitions not indicated as load bearing.
 - 2. Species:
 - a. Southern pine or mixed southern pine; SPIB.
 - b. Northern species; NLGA.
 - c. Eastern softwoods; NeLMA.
 - d. Western woods; WCLIB or WWPA.
- B. Load-Bearing Interior and Exterior Wall Studs: Construction, No. 3, or Stud grade.
 - 1. Application: Walls and partitions indicated as load bearing.
 - 2. Species:
 - a. Southern pine or mixed southern pine; SPIB.
 - b. Northern species; NLGA.
 - c. Eastern softwoods; NeLMA.
 - d. Western woods; WCLIB or WWPA.
- C. Framing Other Than Wall and Partition Studs (Load Bearing Members including Joists, Rafters, Headers, etc.) : No. 2 grade.
 - 1. Application: Load bearing framing other than studs.
 - 2. Species (Allowable extreme bending stress greater than 850 psi):
 - a. Hem-fir (north); NLGA.
 - b. Southern pine (non-dense); SPIB.
 - c. Douglas fir-larch; WCLIB or WWPA.
 - d. Spruce-pine-fir; NLGA.
 - e. Douglas fir-south; WWPA.
 - f. Hem-fir; WCLIB or WWPA.
 - g. Douglas fir-larch (north); NLGA.
 - h. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- D. Exposed Framing: Hand-select material for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
 - 1. Species and Grade: As indicated above for load-bearing construction of same type.

2.5 ENGINEERED WOOD PRODUCTS

- A. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.
 - 1. Laminated veneer lumber beams (LVL)
 - a. Shall be Ilevel Trus Joist Microllam LVL 2.0E or approved equal.
 - 2. Parallel strand lumber beams (PSL)
 - a. Shall be Ilevel Trus Joist Parallam PSL 2.0E or approved equal.
 - 3. Laminated strand lumber (LSL)
 - a. Shall be Ilevel Trus Joist TimberStrand LSL 1.3E (min.) or approved equal.
- B. Wood I-Joists: Prefabricated units, I-shaped in cross section, made with solid or structural composite lumber flanges and wood-based structural panel webs, let into and bonded to flanges. Comply with material requirements of and with structural capacities established and monitored according to ASTM D 5055.
 - 1. Shall be Ilevel Trus Joist as designated on plans or approved equal.
 - 2. Structural Properties: Depths and design values not less than those indicated.
 - 3. Comply with APA PRI-400. Factory mark I-joists with APA-EWS trademark indicating nominal joist depth, joist class, span ratings, mill identification, and compliance with APA-EWS standard.
- C. Rim Boards: Product designed to be used as a load-bearing member and to brace wood I-joists at bearing ends, complying with research or evaluation report for I-joists.
 - 1. Manufacturer: Provide products by same manufacturer as I-joists.
 - 2. Material: Product made from any combination solid lumber, wood strands, and veneers.
 - 3. Thickness: As indicated on drawings.
 - 4. Comply with APA PRR-401, rim board plus grade. Factory mark rim boards with APA-EWS trademark indicating thickness, grade, and compliance with APA-EWS standard.

2.6 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.
 - 6. Grounds.
- B. Dimension Lumber Items: No. 2 or Construction grade lumber of any species.
- C. Concealed Boards: Any of the following species and grades:
 - 1. Mixed southern pine or southern pine; SPIB.
 - 2. Eastern softwoods; NeLMA.
 - 3. Northern species; NLGA.
 - 4. Western woods; WCLIB or WWPA.

2.7 PLYWOOD BACKING PANELS

- A. General: Unless indicated otherwise, all plywood shall comply with American Plywood Association (APA) Form No. E445 and Voluntary Product Standard, PS 1-09, Structural Plywood.
 - 1. Factory mark each plywood panel with APA mark indicating compliance.
 - 2. Exposure Durability Classification: Exterior
 - 3. Thickness and Span Rating: If not indicated, as required to suit joist or stud spacing and loading.
 - 4. Edge Detail: Square
 - 5. Exposure Durability Classification: EXTERIOR
- B. Roof Sheathing: APA RATED SHEATHING, minimum 5/8" thickness
- C. Equipment Backing Panels: Plywood, DOC PS 1, Exposure 1, C-D Plugged, in thickness indicated or, if not indicated not less than 3/4-inch nominal thickness.

2.8 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or of Type 304 stainless steel. Fasteners shall be compatible with the pressure-preservative.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Post-Installed Anchors: Fastener systems as indicated, or if not indicated with an evaluation report acceptable to Engineer as appropriate for the substrate.

2.9 METAL FRAMING ANCHORS

- A. Manufacturers and Products:
 - 1. Simpson Strong Tie
 - 2. MiTek USA, USP Structural Connectors
 - 3. ITW BCG Hardware, ITW Building Components Group
 - 4. Or Approved Equal.
- B. Allowable design loads, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.
- C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
 - 1. Use for interior locations unless otherwise indicated.

- D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653/A653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
 - 1. Use for wood-preservative-treated lumber and where indicated.

2.10 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
- C. Adhesives for Gluing wood to wood, concrete or masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
 - 1. Liquid Nails
 - 2. Titebond
 - 3. Loctite
 - 4. Or Approved Equal.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- D. Install shear wall panels to comply with manufacturer's written instructions.
- E. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- H. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two- Family Dwellings.
 - 3. ICC-ES evaluation report for fastener.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA- registered label.

END OF SECTION 06 10 00

SECTION 07 40 00 – METAL ROOFING AND SIDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Related Sections: The following contain requirements that relate to this Section:
 - 1. Sealants specified in Division-500
 - 2. Flashings specified in Division-500
 - 3. Rough Carpentry and Trusses specified in Division-500
 - 4. Sheet Metal Flashing and Trim in Division-500
 - 5. Pre-engineered Post Frame Building in Division-500

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Roofing Panels:
 - 1. Comply with American Institute of Steel Construction (AISI) “Specification for the Design of Cold-formed Steel Structural Members” and “Specification for the Design of Light Gage Steel Diaphragms” for the design requirements and allowable stresses.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of the Contract and Division-500 specification Sections.
- B. Product data consisting of manufacturer's product information for components and accessories.
- C. Shop drawings for metal building structural framing system, roofing and siding panels, and other metal building system components and accessories that are not fully detailed or dimensioned in manufacturer's product data.
 - 1. Roofing and Siding Panels: Provide layouts of panels on walls and roofs, details of edge conditions, joints, corners, custom profiles, supports, anchorages, trim, flashings, closures, and special details. Include transverse cross-sections.
 - 2. Building Accessory Components: Provide details of metal building accessory components to clearly indicate methods of installation including the following:
 - a. Sheet Metal Accessories: Provide layouts at 1/4" scale. Provide details of ventilators, louvers, curbs, gutters, downspouts, and other sheet metal accessories at not less than 1-1/2" scale showing profiles, methods of joining, and anchorages. Provide details of Snowguard fence and recommended layout.

- D. Samples for initial selection purposes in form of manufacturer's color charts or chips showing full range of colors, textures, and patterns available for metal roofing and siding panels with factory-applied finishes.
- E. Samples for verification purposes of roofing and siding panels. Provide sample panels 12" long by actual panel width, in the profile, style, color, and texture indicated. Include clips, battens, exposed metal fasteners, closures, and other panel accessories.
- F. Installer certificates signed by metal building manufacturer written certification certifying that the installer complies with requirements included under the "Quality Assurance" Article.

1.5 QUALITY ASSURANCE

- A. Single-Source Responsibility: Obtain the metal building system components, including structural framing, wall and roof covering, and accessory components, from one source from a single manufacturer. SnowGuard system may be supplied by separate vendor but coordinated with metal panel supplier for attachments, color matching and material compatibility.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver prefabricated components, sheets, panels, and other manufactured items so they will not be damaged or deformed. Package wall and roof panels for protection against transportation damage. Provide protection between panels to avoid abrasion damage.
- B. Handling: Exercise care in unloading, storing, and erecting wall and roof covering panels to prevent bending, warping, twisting, and surface damage. Any damaged panels shall be rejected and removed from the site.
- C. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weather tight ventilated covering. Store metal wall and roof panels so that water accumulations will drain freely. Do not store panels in contact with other materials that might cause staining, denting or other surface damage.

1.7 WARRANTY

- A. Roofing and Siding Panel Finish Warranty: Furnish the roofing and siding panel manufacturer's written warranty, covering failure of the factory-applied exterior finish on metal wall and roof panels within the warranty period. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents. Owner shall receive one warranty from manufacturer of roof and siding panels. All warranty items shall commence on the date of Substantial Completion.
 - 1. Warranty period for factory-applied exterior finishes on wall and roof panels is 20 years
 - 2. Manufacturer's 20 year watertight warranty including panels, accessories, clips, flashings.
 - 3. Installer shall provide 2 year warranty for watertightness for roof and siding system.
 - 4. Wind uplift warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering metal products that may be incorporated in the work include, but are not limited to the following:
 - 1. Flexospan
 - 2. Fabral
 - 3. Metl – Span or approved equal
- B. Metal panel supplier shall include vented soffit panels and all required accessories with the roof and wall panel systems.

2.2 MATERIALS

- A. Hot-Rolled Structural Steel Shapes: Comply with ASTM A36 or A529.
- B. Steel Members Fabricated by Cold Forming: Comply with ASTM A607, Grade 50.
- C. Cold-Rolled Carbon Steel Sheet: Comply with ASTM A366 or ASTM A568.
- D. Hot-Rolled Carbon Steel Sheet: Comply with ASTM A568 or ASTM A569.
- E. Galvanized Steel Sheet: Comply with ASTM A-653-96, G-90 galv.
- F. Alloy Coated Sheet: Comply with ASTM A-792-96, 55% Aluminum Zinc Alloy Hot-Dip process
- G. Aluminum or Aluminum Alloy Sheet: Comply with ASTM B209-96
- H. Roof and Siding Coating Sytem: High performance flouorocarbon finish, Kynar 500 or equal, in accordance with manufacturer's standards. Provide coatings that meet or exceed chalking (No.8) and fading (5NBS) limits as determined by ASTM D 659. Provide a minimum of 12 standard color options.
- I. Roof Underlayment Membrane: Cold applied self-adhering membrane underlayment for coverage over plywood sheathing, composed of polyethylene film with a layer of rubberized asphalt adhesive with a release sheet. Product shall meet the following standards;
 - 1. ASTM D1970, Self-adhered sheet material for roofing underlayment
 - 2. ASTM E96, Permeability <.05 perms
 - 3. ASTM E108, Fire rating, Class A
 - 4. Grace Ice and Water Shield or equal.
- J. Building Wrap: High density polyethylene fiber spunbonded sheet for coverage over plywood sheathing. Product shall meet the following standards;
 - 1. ASTM E2357, Air penetration resistance
 - 2. ASTM E96, Water vapor transmission
 - 3. ASTM E331, Wall assembly water penetration resistance
 - 4. ASTM E84, Surface burning characteristics for flame spread and smoke, Class A
 - 5. Tyvek Commercial Wrap by Dupont or equal.

2.3 ROOFING AND SIDING PANELS

- A. Building Exterior Siding Panels: 26 gage Galvalume sheet, 12 inch wide with 2 stiffener ribs, 1.5 inch deep, concealed fastener panel, Flexospan FE-12 or equal.
- B. Pole Barn Roof Panels: 26 gage Galvalume sheet, 36 inch wide coverage with 3 major ribs and 2 stiffening ribs between major ribs, 1.25 inch deep, thru-panel fasteners, Flexospan Flexrib or equal.
- C. Interior Liner Panels: 29 ga G60 galvanized sheet, 36 inch wide with 3/4" rib height, Fabral Grandrib 3 or equal.
- D. Anchor Clips: Manufacturer's standard factory-formed standing-seam roof panel system designed for mechanical attachment of panels to roof deck using a concealed clip. The clip assembly shall also provide for thermal movement of the roof assembly without any deterioration to the roofing system. All clips shall be the manufacturer's heavy duty type to provide the warranties required.
 - 1. Clips: Provide one-piece 16-gage panel clips G-90 galv. steel
- E. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets, self-locking bolts, end-welded studs, and other suitable fasteners designed to withstand design loads.
 - 1. Provide metal-backed neoprene washers under heads of fasteners bearing on weather side of panels.
 - 2. Use aluminum or stainless steel fasteners for exterior application and galvanized or cadmium-plated fasteners for interior applications.
 - 3. Locate and space fastenings in true vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of neoprene washer.
 - 4. Provide fasteners with heads matching color of roofing or siding sheets by means of plastic caps or factory-applied coating. Exposed fasteners shall not be permitted in the field of the roofing panels.
- F. Accessories: Provide the following sheet metal accessories factory- formed of the same material in the same finish as roof and wall panels, including and not limited to the following;
 - 1. Flexible Closure Strips: Closed-cell, expanded cellular rubber, self-extinguishing flexible closure strips. Cut or premold to match configuration of roofing and siding sheets. Provide closure strips where indicated or necessary to ensure weathertight construction.
 - 2. Joint Sealants: Sealants for side laps, end laps, accessories, etc. shall be a preformed, butyl rubber based compound. The material shall be non-hardening, non-shrinking and non-corrosive and shall have excellent adhesion to metals, painted surfaces and plastics at temperatures from -30°F to 160°F. These sealants shall be in tape mastic form, of shape and size recommended by manufacturer for various applications, and shall have paper backing for easy handling.
 - 3. Tube Sealants: Tube sealants shall be used to supplement tape mastic sealants and in locations indicated by erection instructions. Tube sealants shall be a synthetic, elastomer-based material which becomes tack-free in less than 2 hours at 75°F but retains flexibility.
 - 4. Flashing: Sheet metal shall have same gauge, type and finish as roof or siding panels. Provide flashing in accordance with manufacturer's standard details and recommendations.

PART 3 - EXECUTION

3.1 ERECTION

- A. Framed Openings: Furnish and install curbs of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Coordinate location and installation of curbs furnished by other primes.

3.2 ROOFING AND SIDING

- A. General: Arrange and nest sidelap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line. Protect factory finishes from damage.
 - 1. Field cutting of exterior panels by torch is not permitted.
- B. Installation of Wall and Roof Panels: Roof panels shall be continuous from eave to ridge. If panel lengths exceed manufacturing and shipping limitation, splice end laps shall occur at a roof purlin. Sealant shall be used in all roof panel end laps. Underlayment membrane shall cover full surface.
- C. Fastener location and pattern for both wall and roof panels shall be as shown on erection details per manufacturer.
- D. Sheet Metal Accessories: Install gutters, downspouts, ventilators, louvers, and other sheet metal accessories in accordance with manufacturer's recommendations for positive anchorage to building and weathertight mounting. Adjust operating mechanism for precise operation.
- E. Cleaning and Touch-Up: Clean component surfaces and remove protective coverings. Clean metal surfaces as recommended by panel manufacturer and maintain clean surfaces during construction.

END OF SECTION 07 40 00

SECTION 13 34 20 - PREENGINEERED POST FRAME BUILDING_MJS TK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide a pre-engineered building system, including but not limited to primary and secondary structural framing system, roofing, siding, roof and wall insulation, personnel doors, accessories and all items shown in contract documents.
- B. Posts to be attached to concrete foundations per plans.
- C. Refer to project drawings for dimensions and conditions.
- D. Contractor shall be responsible for all foundation work, framing, siding, roofing, building interior & exterior finishes, sealants, doors, associated hardware, concrete slabs/aprons, etc.

1.2 RELATED SECTIONS

- A. 03 30 00 – Cast-in-place Concrete
- B. 06 10 00 – Rough Carpentry
- C. 07 40 00 – Metal Roofing and Siding

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 2. ASTM A653 – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 3. ASTM C90 – Standard Specification for Loadbearing Concrete Masonry Units.
 - 4. ASTM D4145 – Standard Test Method for Coating Flexibility of Prepainted Sheet.
 - 5. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

6. ASTM E96 – Standard Test Methods for Water Vapor Transmission of Materials.

1.4 SYSTEM DESCRIPTION

A. Structural Frame Design:

1. Design shall be based on:
 - a. Primary framing of posts attached to cast-in-place concrete, concrete attachment design shall be per building manufacturer engineer of record.
 - b. Clear span post-frames with roof trusses connected directly to posts, beams or headers.

B. Dimensions: Refer to project drawings.

C. Structural Requirements:

1. Codes:
 - a. IBC as adopted by NY State (Building Code of New York)
 - b. National Design Standards For Metal Plate Connected Wood Truss Construction, ANSI/TPI 1
 - c. "Design Specifications", Timber Construction Manual, American Institute of Timber Construction.
 - d. "National Design Specification for Wood Construction," American Forest and Paper Association, American Wood Council.
2. Design Loads: Refer to project drawings for parameters.
3. Structural Design:
 - a. Perform calculations using diaphragm and/or frame analysis. Incorporate bracing as required.
 - b. Building manufacturer engineer of record shall design concrete wall attachment.
 - c. Comply with all codes specified herein.
 - d. Trusses:
 - 1) Limit deflection for live or snow loads to L/240 for trusses and to L/180 for overhangs.
 - 2) Limit deflection for dead plus live loads to L/180 for trusses and to L/120 for overhangs.
 - e. Plywood or Oriented Strand Board Sheathing: Comply with APA "Plywood Design Specification."

- f. Expansion/Contraction Provisions: Design roof attachment system to allow for expansion and contraction of roofing due to seasonal temperature variations, without detrimental effect to the roof panels.
 - g. Frames/walls: Limit deflection under wind loading to $L/120$.
- D. Metal Roofing, Siding and Liner panels – Refer to Spec and drawings.

1.5 SUBMITTALS

- A. Submit under provisions as otherwise indicated in the contract documents. Submit all materials and components of construction to Owner for approval.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Manufacturer's specifications and installation instructions for building components and accessories.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
- C. Design Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, openings, cambers, loads, and wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, installation and accessory and trim details; framing anchor bolt settings, sizes, and locations from datum and foundation loads. Drawings shall be stamped by a Professional Engineer licensed in the jurisdiction of the project.
- D. Provide reaction loads prior to foundation construction and excavation for use in verification of foundation design.
- E. Structural Engineer Certification: Letter signed by a Professional/Structural Engineer, registered to practice in the jurisdiction of the project, verifying compliance with Building Code Requirements. Letter shall reference specific dead loads, live loads, snow loads, wind loads, tributary area load reductions (if applicable), collateral loads, seismic loads, end use categories, and governing building code including edition and load applications.
- F. Selection samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- G. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum ten (10) years of experience in producing pre-engineered wood municipal buildings of the type (use and minimum dimensions) specified.
- B. Installer Qualifications: Minimum five (5) years of experience in erection of pre-engineered wood municipal buildings of the type (use and minimum dimensions) specified.
- C. Structural Engineer's Qualifications: Minimum five (5) years designing municipal post frame structures of the type (use and minimum dimensions) specified; registered in the jurisdiction of the project.

1.7 WARRANTY

- A. The post-frame contractor shall provide a workmanship warranty of five (5) years for prevention of roof leaks, and other water infiltration.
- B. The installer shall warrant component installation for five (5) years.
- C. Material suppliers shall provide manufacturers' standard material warranties.
- D. Corrosion warranty for sheathing fasteners and sheathing shall be of equivalent duration.
- E. One-year general installation warranty.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation. Follow manufacturer's recommended storage procedures. Do not allow steel siding and roofing to contact the ground.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of authorities having jurisdiction.

1.9 PROJECT CONDITIONS

- A. Anticipate environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Finger Lakes Construction, Clyde, New York.
- B. Conestoga Buildings, Syracuse, New York.
- C. Hos-Cot Builders, Inc. Hoosick, New York
- D. Or approved equal.

2.2 STRUCTURAL FRAMING

- A. Treated Lumber:
 - 1. Unless noted otherwise only wood in contact with concrete, soil, or exposed to weather shall be pressure treated.
 - 2. Connections: All connections shall be made with fasteners compatible with the wood treatment to avoid corrosion and staining.
- B. Primary Framing:
 - 1. Lumber: All primary framing shall be solid sawn posts or laminated lumber.
 - a. Grade and size shall be selected to support imposed loads within deflection limits.
 - 2. Embedded Column Anchorage:
 - a. Anchor blocks factory adhered to column base.
 - b. Concrete collar pinned to column base with steel reinforcing rods.
 - c. Other as approved.
 - 3. Column on Concrete Foundation:
 - a. Provide Epoxy/Adhesive drill in anchors per shop drawings.
- C. Trusses: Comply with TPI Design Specifications and Quality Standards.
- D. Secondary Framing:
 - 1. Purlins and Girts:
 - a. Lumber: No. 2 or better dimension lumber kiln dried to 19 percent maximum moisture content.
 - b. Configuration: 2x4 or other dimensional lumber as required by "Structural Design" requirements specified herein.

- 1) Girts: Size, grade and spacing to meet wind and deflection criterion.
 - a) Face mounted to exterior side of column.
 - b) Precision cut to fit between columns.
 - c) Flush to exterior and interior faces.
 - 2) Purlins: Precision cut to fit between trusses flush with top of top chord.
 - a) Purlins: Factory drilled and dadoed to accept fastener and ensure building modularity.
 - c. Spacing: As required by "Structural Design" requirements specified herein and match roof and siding panel span/load requirements.
2. Splashplank:
- a. Lumber No. 2 or better Southern Yellow Pine, preservative treated, to a retention of 0.6 pcf (9.6kg/m3) of copper naphthenate.
 - b. Configuration: Dimensional lumber as required by "Structural Design" requirements specified herein.
3. Sill Plate:
- a. Lumber No. 2 or better Southern Yellow Pine, preservative treated, to a retention of 0.17 pcf (B203) borate (0.25 pcf disodium octaborate tetrahydrate DOT) and kiln dried after treating to 19 percent maximum moisture content.
 - b. Configuration: Dimension lumber as required by "Structural Design" requirements specified herein.
4. Bracing, Wall and Lateral Truss Type (where required by "Structural Design"):
- a. Lumber: No. 2 or better dimension lumber.
 - b. Configuration: As required by "Structural Design" requirements specified herein.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Inspection:

1. Before start of installation, contractor shall carefully inspect installed Work of other trades affecting construction of the post frame building. Verify that all such work is complete to the point where installation of the post-frame building may properly commence.
2. Verify that the work of this section may be installed in accordance with all applicable codes and regulations, and with original design as shown and indicated on the shop drawings approved by the engineer of record.
3. Discrepancies: In the event of a discrepancy, installer shall immediately notify the engineer of record. Installation shall not proceed until discrepancies and/or unsatisfactory conditions have been fully resolved and/or approved as agreed by the engineer of record and the installer.

3.2 ERECTION

- A. General: Work shall proceed in accordance with contractor's current, written instructions and as per approved design specifications and approved shop drawings for erection of post-frame building systems.
1. Install all foundations, roof and wall structural elements, building components, and accessories as shown in the approved design shop drawings or in component supplier instruction sheets.
 2. Install all connections between indicated structural components per design drawings:
 - a. Footer and post; footer and concrete pier.
 - b. Post and concrete pier; post and concrete floor slab; post and concrete foundation wall; post and masonry foundation wall; post and grade beam; post and concrete post and beam foundation.
 - c. Post and roof truss; post and post header; roof truss and post header; roof rafter and post header.
 - d. Purlin and truss; purlin and rafter.
 - e. Wall girt and post.
 - f. Sheathing and purlin; sheathing and wall girt.
 - g. Sheathing and roof rafter; sheathing roof truss.
 - h. Roof diaphragm to top of endwall.
 3. Install purlins and wall girts in the orientation shown in the shop drawings.

4. Handle, install and brace all trusses during construction according to TPI's, HIB-Post Frame document.
 5. Install required roof bracing as shown on the shop drawings.
 6. If applicable, install individual web member permanent lateral restraint at the locations shown on the sealed truss shop drawings.
 7. If applicable, install diagonal bracing to appropriate individual web members for permanent lateral restraint as specified by the engineer of record.
 8. Install permanent wind bracing in the wall system as shown on the shop drawings.
- B. Adjust all operating components as required to ensure that they operate in accordance with manufacturer's or supplier's recommendations.
- C. Install all framing components to within tolerances recommended in the NFBA Framing Tolerances standard, "Accepted Practices for Post Frame Building Construction: Framing Tolerances."
- D. Install all metal panel and metal trim components to within tolerances recommended in NFBA's Cladding Tolerances standard, "Accepted Practices for Post-Frame Building Construction: Metal Panel and Trim Installation Tolerances."
- E. Install all wood structural panels to within tolerances recommended in APA.
- F. Provide temporary restraint and bracing for the roof trusses during construction as recommended by the engineer of record.
- G. Provide temporary wall bracing during construction as recommended by the engineer of record.
- H. Do not field cut or modify structural members without approval of the engineer of record.
- I. All roof and wall accessories to be installed weather-tight. Unless otherwise noted, no wood shall be exposed on the exterior of the structure.
- J. Translucent panels:

1. Install in accordance with manufacturer's instructions and details to assure weather tightness.
2. Coordinate panel installation with installation of roofing and wall systems and related flashings and trims.

3.3 CLEANING AND PROTECTION

- A. Cleaning: Contractor shall clean all building elements, components and/or surfaces in areas with "more than normal" construction amount of foreign matter such as dirt, dust or other surface debris." "More than normal" dirt, debris and other blemishes are defined as being visible by a majority of normal-sighted individuals when viewed under natural noonday lighting from an at-grade position no closer than fifteen feet to the blemish in question.
 1. Touch up all marred, abraded, or otherwise damaged finishes as deemed necessary and in accordance with the definition for "More than normal" above, so that evidence of such damage is eliminated.
 2. At the completion of Work, remove trash, debris, and all excess materials, cartons and/or items so that all areas of work are clean.
- B. Protection: Provide protective measures, as required, so the wood post-frame building is without damage or deterioration at the time of Substantial Completion.

END OF SECTION 13 34 20

ELECTRICAL

INSTRUCTIONS TO BIDDERS

It is the intent of Columbia County to obtain bids for the electrical systems to be installed in the proposed Pole Barn. The proposal shall include all work for a complete installation including all electrical systems for the building.

The contractor shall provide all equipment, plans, materials (fixtures, switches, thermostats, stalks, hardware, controls, etc.), labor, and supervision for a complete installation in the building as per attached plans and specifications.

All wiring to be copper conductors encased in electrical conduits; EMT. Rigid NM or metallic BC, MC, as required or as permitted by the appropriate codes, rules and regulations.

Work to conform to ALL applicable codes, including but not limited to the National Electric Code (NEC) and the New York State Building Code.

The following equipment and fixtures shall be installed:

- ▶ Forty (40) AMP Sub Panel with outlets as shown on plans.
- ▶ Electrical wiring required for bay lighting, wall packs, and any other equipment needs delineated by the County and shown on the plans.
- ▶ Light fixtures as shown on the plans.

BID SPECIFICATIONS - ELECTRICAL SYSTEMS INSTRUCTIONS TO BIDDERS

- ▶ Any other electrical appurtenances not specifically defined herein.
- Contractor to supply owner with shop drawings or catalog cut sheets, as appropriate, for all equipment/fixtures to be used for the completion of the electrical work and schematic plans indicating the layout of the systems for approval prior to start of work. Contractor to coordinate all work with other trades so as not to interrupt the construction schedule of other contractors, as well as the other contractors' work.

GENERAL

Payment of ninety percent (90%) of the successful bid amount will be made after completion of the contract, presentation of an invoice and voucher, and acceptance of work done under the contract by the Owner and/or Engineer. The remaining ten percent (10%) will be made after thirty (30) days of occupancy of the building and the integrity of the electrical system has been verified.

Work shall be completed within forty-five (45) days after the notice of award of contract.

Before starting work the successful bidder shall file with the Owner certificates of insurance documenting that the following insurance is being carried by the Contractor in the amounts specified.

Compensation Insurance: The Contractor shall maintain during the life of this contract Workmen's Compensation Insurance for all his employees employed at the site of this project, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Public Liability and Property Damage Insurance: The Contractor shall maintain during the life of this contract the following: Public Liability Insurance in the amounts of not less than \$100,000 for injuries or death to any one (1) person and \$300,000 for injuries or death as the result of one (1) accident. Property Damage Insurance in an amount not less than \$500,000 as the result of all accidents.

Contingent Liability Insurance: The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the Contractor against claims arising from the operations of subcontractors.

BID SPECIFICATIONS - ELECTRICAL SYSTEMS
INSTRUCTIONS TO BIDDERS

Automobile Public Liability Insurance: The Contractor shall obtain and maintain during the life of this contract Automobile Public Liability Insurance with not less than \$100,000 per person, to \$300,000 each accident for bodily injury; and not less than \$50,000 each accident for property damage on any and all automobiles, trucks, etc. used in any manner in connection with the performance of this contract.