

Invitation for Bid

Old Forge Dam and Sixth Lake Dam Rehabilitation

Contract No. D012025

State of New York
Hudson River – Black River Regulating District
Albany, New York

June 2025

Invitation for Bid

Table of Contents

VOLUME 1

SECTION 1

Notice to Bidders

AD-1

SECTION 2

Information for Bidders

Section

Project Location	I-1
Site Access	I-2
Description of Work	I-3
Mandatory Pre-Bid Site Meeting	I-4
Weather Delay	I-5
Schedule and Timing	I-6
Bidder Qualifications and Experience	I-7
Preliminary Schedule and Adequate Work Force and Project Equipment	I-8
Subcontractors	I-9
Trade Subcontractors	I-10
Clarifications, Interpretations and Addenda	I-11
Estimated Quantities	I-12
Errors and Omissions	I-13
Bidder's Cost	I-14
Bid Security – Bid Bond	I-15
Rejection of Bid	I-16
Cancellation	I-17
Bid Disposition	I-18
Condition of Work	I-19
Water	I-20
Surface and Subsurface Conditions and Investigations	I-21
Obligation of Bidder	I-22
Authorized Contract Documents	I-23
Bid Instructions	I-24
Receipt and Opening of Bids	I-25
Discrepancy in Bids	I-26
Low Bidder	I-27
Successful Bidder / Conditional Award of Contract	I-28
Contract	I-29
Commencement of Work	I-30
Security for Faithful Performance – Performance Bond/Payment Bond	I-31
Statement of Surety Company	I-32
Liquidated Damages for Failure to Enter into Contract	I-33
Power of Attorney	I-34
Indemnification	I-35
Insurance	I-36
Notice of Special Conditions	I-37
Laws and Regulations	I-38
Environmental Conditions	I-39
Site/Facility Security	I-40
Sales and Compensating Use Tax Exemption for Materials Sold to Board	I-41
Sales and Compensating Use Tax for Materials Purchased for Resale	I-42
Required Certificates	I-43
Non-Collusive Bidding Certification	I-44
Resolution Accompanying Bid	I-45
NYS Department of Taxation and Finance Contractor Certification	I-46
NYS Finance Law and Vendor Responsibility	I-47
Standard Requirements for New York State Contracts	I-48
MWBE / EEO Requirements	I-49

Invitation for Bid

Table of Contents

Sexual Harassment Prevention Certification Requirements	I-50
Owner Exempt from Taxes	I-51
Certification of Compliance with 6 NYCRR Part 248	I-52
Permits	I-53
Not Part of Contract	I-54

SECTION 3

Bid Documents and Forms

Page

Bid Proposal	B-1
Bid Sheets (B2.1 – B2.5)	B-2
Bid Delivery Page	B-3
Bidder Qualifications and Experience	B-4
Non-Collusive Bidding Certification	B-5
Resolution Accompanying Bid	B-7
Contractor Preliminary Schedule Affirmation	B-9
Preliminary Schedule of Work	B-10
Subcontractor Preliminary Schedule Affirmation	B-11
Estimated Project Labor/Work Force	B-12
Estimated Project Equipment	B-13
Bid Security	B-14
Statement of Surety's Intent	B-15
EEO/MWBE/SDVOB Requirements and Procedures for Bidders and Contractors	B-16
Sexual Harassment Prevention Certification Pursuant to State Finance Law 139-L	B-17
Vendor Responsibility Questionnaire	B-18
Offerer's Affirmation of Understanding of, and Agreement Pursuant to State Finance Law Section 139-J	B-19
Offerer's Certification of Compliance with State Finance Law Section 139-K	B-20
Offerer Disclosure of Prior Non-Responsibility Determination	B-21
Certification of Compliance with 6 NYCRR Part 248	B-22

SECTION 4

Agreement - Sample

Page

Agreement Articles	A-1
Certificate of Acknowledgement - Contractor (Corporation)	A-6
Certificate of Acknowledgement - Contractor (Partnership)	A-7
Certificate of Acknowledgement - Contractor (Individual)	A-8
Waiver of Immunity Clause	A-9
Non-Discrimination Clause	A-10
Appendix A - Standard Clauses for All New York State Contracts	A-11
Schedule A – Bid Documents and Forms	A-12
New York State Labor Law Requirements Article 8 & Article 9 (NYS Wage Rates)	A-13
Contractor Certification ST-220	A-14
Insurance Certificates	A-15
Performance Bond	A-16
Payment Bond	A-17
Request for Tax Payer Identification Number	A-18

SECTION 5

General Conditions

GC-1 – CG-51

Invitation for Bid

Table of Contents

VOLUME 2

SECTION 6

Material and Performance Specifications

See Section 6 for Material and Performance Specifications Table of Content

SECTION 7

Construction Drawings

See Section 7, Drawing G-01 for Construction Drawing Index to Drawings

Invitation for Bid

Table of Contents

VOLUME 3

SECTION 8

Permits and Plans

Department of Environmental Conservation Permit
 US Army Corps of Engineers Nationwide Permit No. 3
 Stormwater Pollution and Prevention Plan (SWPPP)
 APA "no permit required"
 PRHP "no impact"

SECTION 9

Payment Items

Payment Item No.	Title	Old Forge Dam	Sixth Lake Dam	Page No.
PI-1	Mobilization and Demobilization	X	X	PI-3
PI-2	Underground Utility Locator Service	X	X	PI-6
PI-3	Temporary Facilities and Controls	X	X	PI-8
PI-4	Erosion and Sediment Control	X	N / A	PI-11
PI-5	Survey	X	N / A	PI-14
PI-6	Demolition – Existing Gatehouse	X	N / A	PI-17
PI-7	Demolition – Existing Concrete	X	N / A	P-19
PI-8	Concrete Cutting	X	N / A	PI-21
PI-9	Soil and Sediment Excavation	X	N / A	PI-23
PI-10	Bedrock Removal	X	N / A	PI-25
PI-11	Offsite Disposal	X	N / A	PI-27
PI-12	Post Tension Anchors	X	N / A	PI-30
PI-13	Grout Rock Surface	X	N / A	PI-33
PI-14	Cofferdams	X	N / A	PI-35
PI-15	Concrete – Spillway Foundation	X	N / A	PI-38
PI-16	Concrete – Slabs and Aprons	X	N / A	PI-41
PI-17	Concrete - Walls	X	N / A	PI-44
PI-18	Dewatering	X	N / A	PI-47
PI-19	Structural Backfill	X	N / A	PI-49
PI-20	Wood Fence	X	N / A	PI-51
PI-21	Temporary Rip Rap Apron	X	N / A	PI-53
PI-22	Gate (House) Enclosure	X	N / A	PI-55
PI-23	Sluice Gates	X	N / A	PI-57
PI-24	Trash Racks	X	N / A	PI-59
PI-25	Log Boom	X	N / A	PI-61
PI-26	Floating Aluminum Docks	X	N / A	PI-63
PI-27	Boulder Retaining Wall	X	N / A	PI-65
PI-28	Gravel Fill Restoration	X	N / A	PI-67
PI-29	Geneal Site Restoration	X	N / A	PI-69
PI-30	Asphalt Path	X	N / A	PI-71
PI-31	Restoration of Pavement	X	X	PI-73
PI-32	Chain Link Fence	X	N / A	PI-75
PI-33	20 kW Standby Generator and Automatic Transfer Switch	X	N / A	PI-78
PI-34	Electrical	X	N / A	PI-80

Invitation for Bid

Table of Contents

PI-35	Erosion and Sediment Control	N / A	X	PI-82
PI-36	Survey	N / A	X	PI-85
PI-37	Demolition – Existing Gatehouse	N / A	X	PI-88
PI-38	Demolition – Existing Concrete	N / A	X	PI-90
PI-39	Concrete Cutting	N / A	X	PI-92
PI-40	Soil and Sediment Excavation	N / A	X	PI-94
PI-41	Bedrock Removal	N / A	X	PI-96
PI-42	Offsite Disposal	N / A	X	PI-98
PI-43	Cofferdams	N / A	X	PI-101
PI-44	Concrete – Spillway Foundation	N / A	X	PI-104
PI-45	Concrete – Slabs and Aprons	N / A	X	PI-107
PI-46	Concrete - Walls	N / A	X	PI-110
PI-47	Dewatering	N / A	X	PI-113
PI-48	Structural Backfill	N / A	X	PI-115
PI-49	No 57 Stone Seepage Filter	N / A	X	PI-117
PI-50	No 9 Sand Seepage Filter	N / A	X	PI-119
PI-51	Concrete Sand Seepage Filter	N / A	X	PI-121
PI-52	Rip Rap	N / A	X	PI-123
PI-53	Gate (House) Enclosure	N / A	X	PI-125
PI-54	Sluice Gates	N / A	X	PI-127
PI-55	Spillway Sluice Gate	N / A	X	PI-129
PI-56	Trash Racks	N / A	X	PI-131
PI-57	Log Boom	N / A	X	PI-133
PI-58	Timber Steps	N / A	X	PI-135
PI-59	General Fill	N / A	X	PI-137
PI-60	General Site Restoration	N / A	X	PI-139
PI-61	Chain Link Fence	N / A	X	PI-141
PI-62	20 kW Standby Generator and Automatic Transfer Switch	N / A	X	PI-144
PI-63	Electrical	N / A	X	PI-146

Supplemental Information – Not Part of Contract

Emergency Action Plan for the Old Forge Dam and Sixth Lake Dam

ADVERTISEMENT**NOTICE TO BIDDERS**

Sealed bids for the **Old Forge Dam and Sixth Lake Dam Rehabilitation, Contract No. D012025**, Town of Old Forge, Herkimer County, and Town of Inlet, Hamilton County, New York, are being requested by the Hudson River – Black River Regulating District in accordance with the attached Bid Documents. This project involves providing all labor, equipment, and materials to provide the completed improvement as shown in the Contract Drawings and in the Contract Specifications.

Bid Documents are available beginning **June 18, 2025** and may be obtained from the New York State Contract Reporter's Web Site (nyscr.org).

Copies of the Bid Documents may be examined at no expense at the office of the Hudson River – Black River Regulating District weekdays between the hours of 9:00 a.m. and 3:00 p.m.

Sealed bids will be received by the Hudson River – Black River Regulating District, 54 State Street, Suite 501, Albany, New York, 12207, attention Mr. Timothy Maniccia, Chief Fiscal Officer, until 11:00 a.m., local time, on August 15, 2025 then publicly opened and read aloud. Bids received after the designated time and date shall be rejected.

A Bank check or bid bond in an amount not less than five percent (5%) of the amount of the bid shall accompany each bid.

The Owner is exempt from the payment of sales and compensating use taxes of the State, Counties, and Cities of New York, on all materials incorporated in the work or sold to the Owner, and should not be included in the bid. Purchases of materials, equipment, and supplies, by the Contractor and its Subcontractors, that are to be sold to the Owner pursuant to this contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Work, are also exempt from such taxes.

The Hudson River-Black River Regulating District is committed to providing Minority and Women Owned Business Enterprises (MWBE) and Service-Disabled Veteran-Owned Business enterprises (SDVOB) equal opportunity to participate on this project.

For purposes of this procurement, Hudson River-Black River Regulating District has not set specific goals for participation by Minority and Women-owned Business Enterprises (MWBE) and Service-Disabled Veteran-Owned Businesses (SDVOBs) as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of MWBE and SDVOBs on the Contract for the provision of services and materials.

This procurement is subject to the New York State Finance Law 139 j & k, aka, the Lobbying Law. Therefore vendors are cautioned that the only permissible contact for this procurement is the persons listed herein. Failure to comply with this requirement can range from no contract award to debarment from sales to any NYS Agency. Successful contractor will be required to complete and submit documents related to Vendor Responsibility. NYS Finance Law 139 j & k, and the New York State Tax Law Section, as well as other documents as needed. Failure to comply with the submission of required documents will be considered un-responsive and be just cause to disqualify a submission.

The Board of the Hudson River – Black River Regulating District reserves the right to waive any informalities or irregularities in the bids received, and to reject any, or all, bids.

Contract Conditional Award will be to the lowest responsive and responsible bidder.

Dated: June 18, 2025

By Order of:

Board of Hudson River – Black River Regulating District
Mr. Mark Finkle
Chair

Invitation for Bid
Volume 1

Old Forge Dam and Sixth Lake Dam Rehabilitation

Contract No. D012025

State of New York
Hudson River – Black River Regulating District
Albany, New York

June 2025

Information for Bidders

Old Forge Dam and Sixth Lake Dam Rehabilitation

Contract No. D012025

State of New York
Hudson River – Black River Regulating District
Albany, New York

June 2025

INFORMATION FOR BIDDERS

I-1. Project Location

Old Forge Dam
Town of Webb
Herkimer County, New York
Latitude 43.7123° N Longitude -74.9690° W

Sixth Lake Dam
Town of Inlet
Hamilton County, New York
Latitude 43.7451° N Longitude -74.7823° W

The Project is located at Old Forge Dam at the western end of the First Lake in the Hamlet of Old Forge, Town of Webb, Herkimer County, New York and Sixth Lake Dam at the southern end of the Sixth Lake in the Town of Inlet, Hamilton County, New York.

I-2 Site Access

Access to the project work site shall be provided by the Owner, State of New York, Hudson River – Black River Regulating District (Regulating District).

I-3 Description of Work

The Old Forge Dam and Sixth Lake Dam Rehabilitation Project seeks to complete rehabilitation measures which will bring the existing dams into compliance with respect to the New York State Department of Environmental Conservation Dam Safety Regulations.

Work at Old Forge Dam shall include, but not be limited to, replacement and expansion of a concrete spillway, construction of a concrete gate enclosure, installation of new gates in the gate enclosure, and construction of a concrete downstream apron and training walls.

Primary Work of the Project at Old Forge Dam includes:

- Cofferdam – installation, maintenance, and removal of cofferdam structures
- Spillway – demolition of existing concrete spillway and construction of a concrete spillway,
- Dam – demolition of existing concrete dam and non-overflow wall,
- Outlet Structure – demolition of existing concrete outlet structure and construction of a concrete outlet structure,
- Outlet Gates - demolition of existing outlet gates, and furnish and install outlet gates,
- Discharge Conduit – construction of concrete discharge conduits,
- Retaining Walls – construction of concrete retaining walls,
- Discharge Chute and Apron – construction of concrete discharge chute and apron,
- Training Walls – construction of concrete training walls,
- Electrical Systems, Gate Operators, Emergency Generator, and Lighting – construction of outlet structure electrical system and lighting, outlet gate operators, back-up power system,

- Log Boom (Debris Boom) – Remove and store existing debris boom. Furnish and install new log boom and boom anchors,
- Wooden Bulkhead – demolition of existing wooden bulkhead and deck,
- Floating Aluminum Docks – furnish and install floating aluminum docks,
- Site Improvements – railings, signage, fencing, bollards, asphalt path, gravel parking area.

Work as Sixth Lake Dam shall include, but not be limited to, replacement and expansion of the Sixth Lake Dam spillway, construction of a concrete gate enclosure, installation of new gates in the gate enclosure, and construction of a concrete downstream apron and training walls.

Primary Work of the Project at Sixth Lake Dam includes:

- Cofferdam – installation, maintenance, and removal of cofferdam structures
- Spillway – demolition of existing concrete spillway and construction of a concrete spillway,
- Dam – demolition of existing concrete dam and non-overflow wall,
- Outlet Structure – demolition of existing concrete outlet structure and construction of a concrete outlet structure,
- Outlet Gates - demolition of existing outlet gates, and furnish and install outlet gates,
- Approach Slab – construction of concrete approach slab,
- Retaining Walls – construction of concrete retaining walls,
- Discharge Chute and Apron – construction of concrete discharge chute and apron,
- Training Walls – construction of concrete training walls,
- Electrical Systems, Gate Operators, Emergency Generator, and Lighting – construction of outlet structure electrical system and lighting, outlet gate operators, back-up power system,
- Log Boom (Debris Boom) – Remove and store existing debris boom. Furnish and install new log boom and boom anchors.
- Site Improvements – railings, signage, fencing, bollards, gravel parking area.

The work to be performed under this project consists of providing all labor, equipment, and materials to provide the completed improvement as shown in the Contract Drawings and in the Contract Material and Performance Specifications. The Contractor shall furnish all surveying, engineering, material, supplies, labor, services, supervision, tools, apparatus, conveyances, equipment, temporary buildings, transportation, fuel, consumables, incidental items, and supplies for accomplishing the work specified by this contract, except the materials and services for specifically named herein to be provided by the Owner.

The Work shall also include mobilization/demobilization, environmental protection, dewatering, selected demolition and material removal, surface preparation, excavation, staging and storing of materials and equipment, and establishment of temporary facilities.

The Work of this project shall be performed without interruption to river flow or river regulation. Bidders shall make itself aware of potential river conditions and circumstance that may result in a need for temporary suspension of Work and take such circumstance into consideration during the formation of its Bid.

I-4. Mandatory Pre-Bid Site Meeting

All prospective Bidders shall attend a mandatory site visit at the project site. Prospective Bidders

shall submit the name and contact information of their Pre-Bid Site Meeting representative by email to the Regulating District: hrao@hrbrd.ny.gov.

Bids received from contractors that do not attend the site visit will not be accepted.

I-5. Weather Delay

Bidders shall make itself aware of the potential river conditions and circumstance that may result in a temporary suspension of Work and take such circumstance into consideration during the formation of its Bid.

I-6. Schedule and Timing

Work is anticipated to begin **October 2025**. Maintaining and meeting this schedule is required by the Owner. Milestone dates are provided as follows:

<u>Activity/Task</u>	<u>Date</u>
Submission of Pre-Bid Site Meeting Representative Information	July 2, 2025; 3:00pm
Mandatory Pre-Bid Site Meeting	July 9, 2025; 10:00am
Last Day to Submit Request for Clarifications	August 4, 2025
Bids Received/Opened	August 15, 2025; 11:00am
Notice of Conditional Award	September 9, 2025
Contract Development / Execution	September 9 – 26, 2025
Provide Performance and Payment Bonds to the Reg. District	September 22, 2025
Contract Approval (Attorney General / Comptroller)	September 26 – October 17, 2025
Notice to Proceed	October 20, 2025
Work Plan Submittals Due	October 22, 2025
Begin Mobilization	October 27, 2025
Substantially Complete Work	December 31, 2027

For Bidders to be considered responsive and responsible, Bidders will affirm their commitment to the schedule.

I-7. Bidder Qualifications and Experience

Bidders shall have an appropriate level of direct experience in performing dam rehabilitation construction and repairs, including, but not limited to, embankment dam, coffer dam, outlet gate, and bulkhead gate construction, consolidation grouting of dams and spillways, secant pile wall construction, and construction of water retaining structures.

Supervisors and/or Foremen shall have an appropriate level of experience performing supervisory work of this nature.

All Bidders are required to furnish a statement as to its qualifications and experience, and a sworn financial statement properly notarized, with its Bid. Resumes of the Supervisors and Foremen that the Bidder intends to use on the project shall also be submitted as part of the Bidders summary of qualifications.

Each Bidder shall include a short project description summarizing at least three (3) representative projects of similar work that the Bidder has completed within the past ten (10) years, with its Bid.

Project description shall also include a summary of manpower and equipment used to perform the work and the name and phone number of an Owner reference familiar with the Work.

The Board may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Board all such information and data for this purpose as the Board may request. The Board reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Board that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

I-8. Preliminary Schedule, Adequate Work Force, and Adequate Project Equipment

It is required that the Work of this project be completed according to the schedule outlined in I-7. In order for Bidders to be considered responsive and responsible, Bidders will affirm their commitment to the schedule, will provide a list of estimated project labor/work force, and a list of estimated project equipment to be used on this project.

Bidder shall submit an affirmation (B-9) of its commitment to the project schedule with its Bid.

Bidder shall submit a Preliminary Schedule (B-10) which identifies the timing, sequence, and duration of the primary items of work including delivery of Submittals and the items identified by the Payment Items.

If a subcontractor is proposed for this project, subcontractor shall provide written affirmation (B-11) of its commitment to the schedule submitted by the Bidder and guaranteeing the timely, safe and efficient completion of Work for this project.

Bidder shall submit an Estimated Project Labor/Work Force (B-12) schedule including proposed supervisory personnel, operators, carpenters, laborers and others to be used on the Work.

Bidder shall submit an Estimated Project Equipment (B-13) schedule which specifically identifies the quantity and type of equipment anticipated for use on the Work with its Bid.

I-9. Subcontractors

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Board. Proposed Subcontractor shall submit to the Bidder, for submission by Bidder as part of its bid, similar evidence of qualifications, experience, personnel experience, insurance, and business financial information.

I-10 Trade Subcontractors

The project involves the work of multiple trades in a single contract. Bidders must include in their bid a separate sealed list that names each intended trade subcontractor and their respective bid amount.

Trade Subcontractors for this bid include:

- Electrical

I-11. Clarifications, Interpretations and Addenda

The Hudson River – Black River Regulating District may modify this Invitation for Bid, any of its key action dates, or any of its attachments, prior to the date fixed for submission of Bids, by issuance of an addendum to all parties who have been furnished the Invitation for Bid. Addenda will be numbered consecutively.

No oral interpretations of the meaning of the Invitation for Bid documents will be made to any Bidder, nor shall any oral interpretation of the same be used by any Bidder in the formulation of its Bid. **Every request for such interpretations should be in writing addressed to Robert S. Foltan, P.E., Chief Engineer, Hudson River-Black River Regulating District, 54 State Street, Suite 501, Albany, New York 12207**, and to be given consideration must be received according to the schedule provided in section I-7 Schedule and Timing.

Any, and all, such interpretations and any supplemental instructions will be in the form of written addenda to the Invitation for Bid which, if issued, will be delivered by e-mail to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed as the Bid Package Due date. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under its Bid as submitted. All addenda so issued shall become part of the Invitation for Bid documents.

I-12. Estimated Quantities

The Bidder, by submitting its Bid, agrees that it is satisfied with and will at no time dispute the estimated quantities stated in the Bid as a proper means of comparing the Bids.

I-13. Errors and Omissions

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the Invitation for Bid or any of its attachments, they shall immediately notify the Regulating District of such error in writing and request modification or clarification of the document. Modifications will be made by addendum. Clarification will be given by written notice to all parties who have been furnished an Invitation for Bid.

If a Bidder fails to notify the Regulating District of an error in the Invitation for Bid known to them, or an error that reasonably should have been known to them, prior to the date fixed for submission of a Bid they shall submit a Bid at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time extension by reason of the error or its later correction.

I-14. Bidder's Cost

Costs for developing a Bid is entirely the responsibility of the Bidder and shall not be chargeable to the Regulating District.

I-15. Bid Security – Bid Bond

Each Bid must be accompanied by certified check from the Bidder or bid bond, made payable to the Owner, in an amount not less than five percent (5%) of the amount of the Bid.

A surety company licensed to do business in the state in which the project is located shall execute

bid bonds.

Where alternate items are included in the Bid, the amount of bid security shall be not less than five percent (5%) of the alternate, or combination of alternates, that result in the highest Bid.

The Bid security will be returned by the Owner to the Bidders entitled thereto as provided in this section.

The security of all but the three lowest formal Bidders will be returned within seven days after the day the Bids are opened.

The security of the three lowest Bidders will be returned upon the earliest to occur of: (a) the expiration of seven days after the Contract has been signed by the accepted Bidder and the Owner; or (b) the expiration of seven days after a determination by the Owner to reject all Bids; or (c) upon demand of any Bidders other than the Bidder to whom the Contract is Awarded following the expiration of forty-five days from the date Bids are opened. The Owner reserves the right to retain bid security of the three lowest Bidders beyond the forty-five day period until withdrawal of a Bid by any of said Bidders.

I-16. Rejection of Bid

The Regulating District may reject any or all Bids and may waive any immaterial deviation in a Bid. The Regulating District's waiver of an immaterial defect shall in no way modify the Invitation for Bid documents or excuse the Bidder from full compliance with the Invitation for Bid. A Bid referring to terms and conditions other than the Regulating District's terms and conditions, may be rejected as being non-responsive.

I-17. Cancellation

While it is the intent of the Hudson River – Black River Regulating District to proceed with the award of this work, this solicitation does not obligate the Hudson River Black River Regulating District to enter into a contract. The Hudson River – Black River Regulating District reserves the right to cancel this Invitation for Bid at any time if the Regulating District should lose the required funding, or the Board finds it is in the best interest of the Regulating District to cancel the work. No obligation either expressed or implied exists on the part of the Regulating District to make an award or to pay any costs incurred in the preparation or submission of a Bid.

I-18. Bid Disposition

Each Bid becomes the property of the Regulating District. Information submitted in the Bid becomes public property and may be subject to disclosure laws. The Regulating District reserves the right to make use of any information or ideas contained in submittals. All materials, ideas, and formats submitted in response to this Invitation for Bid will become the property of the Regulating District on receipt and may be returned only at the Regulating District's option and at the Bidder's expense. One copy shall be retained in the Regulating District's official files. Information contained in a Bid which is confidential, such as financials, trade secrets or proprietary information, clearly marked confidential will be held confidential.

I-19. Condition of Work

Each Bidder must inform itself fully of the conditions relating to the project and the employment

of labor thereon. The Successful Bidder shall have informed itself fully of reservoir, water level, flow patterns, water release schedule, and water release conditions associated with the project and adjacent facilities. Failure to do so will not relieve Successful Bidder of its obligation to furnish all materials and labor necessary to carry out the provisions of the contract. Insofar as possible the Successful Bidder, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or the Owner's operation of the facility.

I-20. Water

No potable water is available at the site. Contractor shall be responsible for obtaining water required for its operations. Contractor shall be responsible for obtaining local and/or State water use or withdrawal permits, if required.

I-21. Surface and Subsurface Conditions and Investigations

It shall be the Contractor's obligation to satisfy itself as to the nature, character, quality, and quantity of surface and subsurface conditions likely to be encountered. Any reliance upon the surface and subsurface information made available by the Owner or the Engineer shall be at the Contractor's risk.

Certain surface and subsurface information may be shown on separate sheets or otherwise made available by the Owner or Engineer to Bidders, Contractors, and other interested parties. Neither such information nor the documents on which it may be shown shall be considered a part of the Contract Documents, it being understood that such information is made available as a convenience, without express or implied representation, assurance, or guarantees that the information is adequate, complete, or correct, or that it presents a true representation of surface and subsurface conditions to be encountered, or that all pertinent surface and subsurface information in the possession of the Owner or Engineer has been furnished.

Any holder of Contract Documents will be permitted to make test, test soundings, surface samples or similar investigation on the site of the Work, if it so desires, subject to its obtaining approval from the Owner prior to commencing such investigation. It is understood that the party or parties receiving such approval shall assume all risks and liability associated with such investigations.

I-22. Obligation of Bidder

At the time of the opening of Bids, each Bidder will be presumed to have visited the site and to have read and to be thoroughly familiar with the Bid Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to its Bid.

I-23. Authorized Bid Documents

All Bidders shall refer to original, Board issued, Bid Documents in its formulation of a Bid. Bidders who submit a Bid and are not on the Board's official list of recipients of Bid Documents shall have their Bids rejected.

Electronic copy of Bid Documents may be obtained from the New York State Contract Reporter at

<http://www.nyscr.org/Public/Index.aspx>

I-24. Bid Instructions

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. The following items must be fully completed and executed and submitted with the bid:

- | | |
|---|-----------|
| (a) Bid | (B-1,2&3) |
| (b) Statement of Bidders Experience and Qualifications | (B-4) |
| (c) Non-Collusive Bidding Certification | (B-5&6) |
| (d) Resolution Accompanying Bid | (B-7&8) |
| (e) Contractor Preliminary Schedule Affirmation | (B-9) |
| (f) Preliminary Schedule of Work | (B-10) |
| (g) Subcontractor Preliminary Schedule Affirmation | (B-11) |
| (h) Estimated Project Labor/Work Force | (B-12) |
| (i) Estimated Project Equipment | (B-13) |
| (j) Bid Security | (B-14) |
| (k) Statement of Surety's Intent | (B-15) |
| (l) MWBE/EEO/SDOV Requirements and Procedures | (B-16) |
| (m) Sexual Harassment Prevention Certification | (B-17) |
| Pursuant to State Finance Law 139-L | |
| (n) Vendor Responsibility Questionnaire | (B-18) |
| (o) Offerer's Affirmation of Understanding –
Finance Law Section 139-j | (B-19) |
| (p) Offerer's Certification of Compliance with
State Finance Law Section 139-k | (B-20) |
| (q) Offerer Disclosure of Prior Non-Responsibility Determination | (B-21) |
| (r) Certification of Compliance with 6 NYCRR Part 248 | (B-22) |

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

All Contract Documents, except separately bound Drawings, must be submitted with the Bid. Contract Documents are defined in the General Conditions.

If a corporation makes the Bid, the official corporation name shall be given, and an authorized officer of the corporation shall sign the Bid, and affix the Bidders corporate seal. If the Bid is made by a partnership, the official name as it appears on the Assumed Name Certificate shall be given and a partner shall sign the Bid. If the Bid is made by a sole proprietorship, the individual owner shall sign the Bid.

All attachments, certifications or acknowledgments attached to the Bid shall be executed in the same manner as the Bid.

I-25. Receipt and Opening of Bids

The Hudson River-Black River Regulating District is requesting sealed bids for the Work as

described herein in accordance with the Invitation for Bid documents.

Sealed Bids shall be delivered to: Hudson River-Black River Regulating District, 54 State Street, Suite 501, Albany, New York, 12207, attention Timothy Maniccia, Chief Fiscal Officer.

Bids shall be delivered no later than the date and time specified in the Advertisement - Notice to Bidders and at such time Bids will be publicly opened and read aloud. Bids received after the designated time and date shall be rejected.

The Board may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered.

I-26. Discrepancy in Bids

In the event of a discrepancy in any Bid between the unit prices and the extended totals (Total Amount), the unit prices shall govern. In the event there is a discrepancy in any Bid between the unit or lump sum prices written in figures and the unit or lump sum prices written in words, the unit or lump sum prices written in words shall govern.

I-27. Low Bidder

Bids will be compared based on the correct “Grand Total Bid” of the schedule of bid amounts comprising all items at the unit and lump sum prices bid for these items. The Low Bidder will be that Bidder which has the lowest “Grand Total Bid”.

I-28. Successful Bidder / Conditional Award of Contract

The Successful Bidder will be the Low Bidder, who, in the opinion of the Owner, is qualified to perform the Work required and has the experience necessary to complete the Work responsibly and reliably.

The Conditional Award of the Contract will be made to the Successful Bidder.

A written Notice of Conditional Award shall be made by a representative of the Regulating District authorized to make such awards. Formation of legally binding obligations between the Owner and Bidder (Conditional Award) shall be made subject to Counsel, Board of Hudson River – Black River Regulating District, Attorney General and Office of State Comptroller review and approval.

It is the intention of the Regulating District that the Conditional Award will be made within 45 calendar days after the opening of Bids.

Bids may not be withdrawn, altered, or revoked after the opening of the Bids.

A Bidder may withdraw its Bid prior to the opening of Bids and upon the Regulating District’s receipt of an unequivocal written statement that the Bidder is withdrawing its Bid. The Regulating District reserves the right to reject any or all Bids.

I-29. Contract

The documents that comprise the Contract shall include the Invitation for Bid, Bid, Agreement and all documents referenced therein or attached thereto. The Successful Bidder will be required to sign an agreement which will consist of the agreement form, and applicable schedules and exhibits.

I-30. Commencement of Work

Upon execution and delivery of the Contract and delivery of the required Surety Bond(s) and insurance certificates and policies by the Successful Bidder to the Regulating District, hereafter referred to as the Owner, and after the approval thereof by the Owner's attorney, the Successful Bidder will be considered the project Contractor and will be notified to proceed with the Work of the Contract. The Work of the Contract shall be commenced within the number of consecutive calendar days following receipt of the Notice to Proceed of the Board as specified in the Notice to Proceed.

The Contractor shall notify the Owner, in writing, of its intention to enter upon the site of the Work at least two (2) days in advance of such entrance.

I-31. Security for Faithful Performance – Performance Bond / Payment Bond

Simultaneously, with its delivery of the executed Contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance (Performance Bond) of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract (Payment Bond), as specified in the General Conditions. The surety on such Bonds shall be a duly authorized surety company satisfactory to the Board.

I-32. Statement of Surety Company

Each Bidder must obtain and submit the Statement of Surety's Intent, completed and signed by a duly authorized surety company licensed to do business in the state in which the project is located, with its Bid for the Performance and Payment Bonds.

I-33. Liquidated Damages for Failure to Enter into Contract

The Successful Bidder shall forfeit the security deposited with its Bid to the Board as liquidated damages for failure or refusal to execute and deliver the required Contract, bonds, and insurance certificates and policies, as stipulated in the Notice of Award, after having received such notice.

I-34. Power of Attorney

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file a certified and effectively dated copy of their power of attorney with each bond.

I-35. Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, hold harmless and protect the State of New York, the Board of Hudson River - Black River Regulating District, their officers, employees, representatives, and agents from and against any and all liability, loss, damage, expense, cost (including without limitation to costs and fees of litigation) of every nature arising

out of or in connection with Contractor's (any subconsultant, anyone directly or indirectly employed by anyone for whose acts any of them may be liable) performance of this work hereunder or failure to comply with any of its obligations contained in the agreement, except to the extent that such loss or damage which was caused by the negligence or willful misconduct of the Regulating District.

I-36. Insurance

36.1 General Requirements

The Contractor shall, at its expense, purchase and maintain in full force and effect, for the duration of the contract, such primary insurance as will, to the fullest extent permitted by law, protect itself, the Regulating District, the State of New York, and the Department of Environmental Conservation from and against liability, loss, damage, expense, cost (including without limitation to costs and fees of litigation) out of or in connection with the performance of the work hereunder whether such work is performed by the Contractor, any subconsultant, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be held liable.

Maintenance of proper insurance coverage is a material element of this contract. Failure of the Contractor to maintain or renew coverage or to provide evidence of renewal or successor policy may be treated by the Regulating District as a material breach of contract.

Contractor shall either include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance.

Insurance is to be placed with New York admitted insurers with a current A.M. Best's rating of no less than A.

The Regulating District reserves the right to review and approve of insurance provided by the Contractor.

Approval of insurance submitted by the Contractor shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from equipment materials, operations or services provided by the Contractor pursuant to this contract.

36.2 Documents

The Contractor shall submit insurance policy certificates or endorsements or insurance policy declaration pages within 5 days of the date of the Notice of Conditional Award, for each required insurance wherein:

Producer (agent/broker) is named and producer's address and phone number is provided on the insurance documents.

Policy Period (coverage begins and ends), policy limits, deductibles, self-insured retentions and policy numbers are provided.

Name of the project, location and agreement or contract or purchase order number is/are identified.

Endorsements shall name as additional insured: Certificate Holder, "Hudson River - Black River

Regulating District, its Board, their officers, employees, representatives, agents”; “State of New York”; and “New York State Department of Environmental Conservation.”

Certificates and Endorsements shall state that the insurance provided is primary and not contributory to any insurance or self-insurance maintained by the Regulating District.

36.3 Coverage

See Section 12.01 – Insurance and Bonds of the General Conditions.

I-37. Notice of Special Conditions

The Bidder shall take notice of the following special conditions of this IFB:

The Work associated with this Information For Bidders and the Scope of Services provided by the Contractor are considered a public work project and contract, and subject to the requirements of New York State Labor Law Article 8, Section 220-223 and Article 9, Section 230-239.

I-38. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

I-39. Environmental Conditions and Protection

Contractor shall employ all means necessary to protect the environment at the site. No debris, oil, silt, sediment, or other deleterious matter shall be allowed to enter the water or remain onsite after completion of the Work. Protection of the environment shall be in accordance with the Contract Documents including, but not limited to, Section 015719 and Section 312513.

I-40. Site/Facility Security

Contractor to maintain Site/Facility Security at all times. All fencing, gates, signage, locks and lighting shall be maintained. Secure Outlet Structure daily or when Contractor is not on site. Locks shall be double locked to allow Regulating District Personnel full access to site.

I-41. Sales and Compensating Use Tax Exemption for Materials Sold to Board

The Board is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all supplies and materials sold to the Board pursuant to this Contract. The exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor or to the supplies and materials not incorporated into the completed project. The Contractor, and his Subcontractors, shall be responsible for any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment, and other property.

I-42. Sales and Compensating Use Tax for Materials Purchased for Resale

The purchase by the Contractor or by Subcontractors of supplies and materials sold hereunder will be a purchase for resale and therefore not subject to the New York State Sales or Compensating Use Taxes or any such taxes of cities or counties. The Contractor or Subcontractor, at the request of the Board, shall furnish to the Board such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such supplies and materials free of encumbrances. The Contractor or Subcontractor shall mark or otherwise identify all such supplies and materials as the property of the Board. All Subcontractor agreements shall provide for resale of such supplies and materials prior to and separated and apart from the incorporation of such supplies and materials into the Work.

I-43. Required Certificates

The Contractor and its Subcontractors and material suppliers are required to obtain all necessary exemption certificates from the Board and to furnish a resale certificate to all persons, firms or corporations from whom they purchased the supplies and materials in performance of the work under this contract.

I-44. Non-Collusive Bidding Certification

All Bidders are subject to provisions of Section 103A of the General Municipal Law of the State of New York. A signed non-collusive certification is required to be submitted with each bid in the form specified in the Bid Documents.

I-45. Resolution Accompanying Bid

All corporate Bidders are required to submit a completed, signed, corporate resolution certification, with each Bid, in the form specified in the Bid Documents.

I-46. NYS Department of Taxation and Finance Contractor Certification

Contractor as well as all subcontractors if applicable, will be required to complete and submit form ST-220 pursuant to Section 5-a of the Tax Law. Certification Form ST-220 is a required component of the Regulating District's submission to the Office of the State comptroller for contract approval.

I-47. NYS Finance Law and Vendor Responsibility

This procurement is subject to the New York State Finance Law 139 j & k, aka, the Lobbying Law. Therefore, vendors are cautioned that the only permissible contact for this procurement is the persons listed herein. Failure to comply with this requirement can range from no contract award to debarment from sale to any NYS agency.

Bidders are required to complete and submit documents related to Vendor Responsibility, NYS Finance Law 139 j & k, and the New York State Tax Law Section, as well as other documents as needed. Failure to comply with the submission of required documents will be considered un-responsive and be just cause to disqualify a submission.

I-48. Standard Requirements for New York State Contracts

The following documents and forms will be part of any contract entered into between the Successful Bidder and the Hudson River- Black River Regulating District.

- Agreement
- Waiver of Immunity Clause
- Non-Discrimination Clause
- Bid Documents
- Appendix A: Standard Clauses for NYS Contracts
- Minority and Women-owned Business Enterprises (MWBE)/Equal Employment Opportunity(EEO)/Service-Disabled Veteran-Owned Business (SDVOB) Requirements
- Sexual Harassment Prevention Certification Pursuant to State Finance Law 139-L
- New York State Labor Law Requirements Article 8 (Section 220-223), Article 9 (Section 230-239)
- Vendor Responsibility Questionnaire
- Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-J
- Offerer's Certification of Compliance with State Finance Law Section 139-k
- Offerer Disclosure of Prior Non-Responsibility Determination
- Contractor Certification ST-220
- Tax Payer Identification Number Form W-9
- Certification of Compliance with 6 NYCRR Part 248
- Insurance Certificates
- Performance Bond
- Payment Bond

Additional forms or documents may be required as part of this contract.

I-49 MWBE / EEO / SDVOB Goals

For purposes of this procurement, Hudson River-Black River Regulating District has set specific goals for participation by Minority and Women-owned Business Enterprises (MWBE) and Service-Disabled Veteran-Owned Businesses (SDVOBs) as subcontractors, service providers, and suppliers to Contractor.

I-50 Sexual Harassment Prevention Certification Requirements

Each bidder shall certify that it has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

I-51 Owner Exempt from Taxes

The Owner is exempt from the payment of sales and compensating use taxes of the State, Counties, and Cities of New York, on all materials incorporated in the work or sold to the Owner, and should not be included in the bid. Purchases of materials, equipment, and supplies, by the Contractor and its Subcontractors, that are to be sold to the Owner pursuant to this contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Work, are also exempt from such taxes.

I-52 Certification of Compliance with 6 NYCRR Part 248 – Use of Ultra Low Sulfur Diesel and Best Available Retrofit Technology for Heavy Duty Vehicles

Each bidder shall comply with the requirements of 6 NYCRR Part 248 including the submission of a Vehicle Inventory with its bid. The Contractor, and its subcontractor(s), shall comply with the requirements of 6 NYCRR Part 248 including the submission of an Annual Report and Vehicle Inventory.

I-53 Permits

The following permits have been, or are anticipated to be, issued for the construction activities:

- US Army Corps of Engineers Nationwide Permit No. 3
- APA “no permit required”
- PRHP “no impact”
- Department of Environmental Conservation

All other permits required for the completion of the Work shall be the responsibility of the Contractor.

I-54 Not Part of Contract

Additional information is contained in the Section titled *Not Part of Contract* which is contained in a separately bound document.

Bid Documents and Forms

Old Forge Dam and Sixth Lake Dam Rehabilitation

Contract No. D012025

State of New York
Hudson River – Black River Regulating District
Albany, New York

June 2025

BID

**HUDSON RIVER-BLACK RIVER REGULATING DISTRICT
OLD FORGE DAM AND SIXTH LAKE DAM REHABILITATION
Contract No. D012025**

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____ doing business as _____.

To the Board of Hudson River-Black River Regulating District, 54 State Street, Suite 501, Albany, NY 12207, (hereinafter called "Board").

The Bidder, in compliance with your invitation for bids, having carefully examined all Bidding and Contract Documents and that has visited the site of the proposed Work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor; hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence Work under this Contract on the date specified in written Notice to Proceed of the Board and to Substantially Complete the Work by the date specified in the Agreement.

The undersigned will execute and deliver the Contract or Contracts in the form of the Agreement attached hereto and deliver the insurance certificates and policies, as specified in the General Conditions, if the undersigned receives a Notice of Conditional Award of Contract from the Board.

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

BID

B-2.1

**HUDSON RIVER - BLACK RIVER REGULATING DISTRICT
CONTRACT D012025 / OLD FORGE DAM AND SIXTH LAKE DAM REHABILITATION**

PI No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		TOTAL PRICE for PAYMENT ITEM (Est. Qty x Unit Price) FIGURES
				FIGURES	WORDS	
1	Mobilization / Demobilization	1	LUMP SUM	\$ _____ \$ _____	\$ _____ _____	\$ _____ (Not to exceed 8% of Items 2 through 63)
2	Underground Utility Locator Service	1	LUMP SUM	\$ _____ \$ _____	\$ _____ _____	\$ _____
3	Temporary Facilities and Controls	1	LUMP SUM	\$ _____ \$ _____	\$ _____ _____	\$ _____
4	Erosion and Sediment Control	1	LUMP SUM	\$ _____ \$ _____	\$ _____ _____	\$ _____
5	Survey	1	LUMP SUM	\$ _____ \$ _____	\$ _____ _____	\$ _____
6	Demolition – Existing Gatehouse	1	LUMP SUM	\$ _____ \$ _____	\$ _____ _____	\$ _____
7	Demolition – Existing Concrete	227	CUBIC YARD	\$ _____ \$ _____	\$ _____ _____	\$ _____
8	Concrete Cutting	1	LUMP SUM	\$ _____ \$ _____	\$ _____ _____	\$ _____
9	Soil and Sediment Excavation	1521	CUBIC YARD	\$ _____ \$ _____	\$ _____ _____	\$ _____
10	Bedrock Removal	347	CUBIC YARD	\$ _____ \$ _____	\$ _____ _____	\$ _____
11	Offsite Disposal	3610	TON	\$ _____ \$ _____	\$ _____ _____	\$ _____
12	Post Tension Anchors	80	LINEAR FOOT	\$ _____ \$ _____	\$ _____ _____	\$ _____
13	Grout Rock Surface	15	CUBIC YARD	\$ _____ \$ _____	\$ _____ _____	\$ _____
14	Cofferdams	1	LUMP SUM	\$ _____ \$ _____	\$ _____ _____	\$ _____
15	Concrete – Spillway Foundation	454	CUBIC YARD	\$ _____ \$ _____	\$ _____ _____	\$ _____

BID

B-2.2

**HUDSON RIVER - BLACK RIVER REGULATING DISTRICT
CONTRACT D012025 / OLD FORGE DAM AND SIXTH LAKE DAM REHABILITATION**

PI No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		TOTAL PRICE for PAYMENT ITEM (Est. Qty x Unit Price) FIGURES
				FIGURES	WORDS	
16	Concrete – Slabs and Aprons	192	CUBIC YARD	\$ _____	\$ _____	\$ _____
17	Concrete - Walls	485	CUBIC YARD	\$ _____	\$ _____	\$ _____
18	Dewatering	26	MONTH	\$ _____	\$ _____	\$ _____
19	Structural Backfill	65	CUBIC YARD	\$ _____	\$ _____	\$ _____
20	Wood Fence	77	LINEAR FOOT	\$ _____	\$ _____	\$ _____
21	Temporary Rip Rap Apron	1	LUMP SUM	\$ _____	\$ _____	\$ _____
22	Gate (House) Enclosure	1	LUMP SUM	\$ _____	\$ _____	\$ _____
23	Sluice Gates	1	LUMP SUM	\$ _____	\$ _____	\$ _____
24	Trash Racks	1	LUMP SUM	\$ _____	\$ _____	\$ _____
25	Log Boom	1	LUMP SUM	\$ _____	\$ _____	\$ _____
26	Floating Aluminum Docks	7	EACH	\$ _____	\$ _____	\$ _____
27	Boulder Retaining Wall	308	SQUARE FOOT	\$ _____	\$ _____	\$ _____
28	Gravel Fill Restoration	204	CUBIC YARD	\$ _____	\$ _____	\$ _____
29	Geneal Site Restoration	22	CUBIC YARD	\$ _____	\$ _____	\$ _____
30	Asphalt Path	1	LUMP SUM	\$ _____	\$ _____	\$ _____

BID

B-2.3

**HUDSON RIVER - BLACK RIVER REGULATING DISTRICT
CONTRACT D012025 / OLD FORGE DAM AND SIXTH LAKE DAM REHABILITATION**

PI No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		TOTAL PRICE for PAYMENT ITEM (Est. Qty x Unit Price) FIGURES
				FIGURES	WORDS	
31	Restoration of Pavement	300	SQUARE FOOT	\$ _____	\$ _____	\$ _____
32	Chain Link Fence	1	LUMP SUM	\$ _____	\$ _____	\$ _____
33	20 kW Standby Generator and Automatic Transfer Switch	1	LUMP SUM	\$ _____	\$ _____	\$ _____
34	Electrical	1	LUMP SUM	\$ _____	\$ _____	\$ _____
35	Erosion and Sediment Control	1	LUMP SUM	\$ _____	\$ _____	\$ _____
36	Survey	1	LUMP SUM	\$ _____	\$ _____	\$ _____
37	Demolition – Existing Gatehouse	1	LUMP SUM	\$ _____	\$ _____	\$ _____
38	Demolition – Existing Concrete	193	CUBIC YARD	\$ _____	\$ _____	\$ _____
39	Concrete Cutting	1	LUMP SUM	\$ _____	\$ _____	\$ _____
40	Soil and Sediment Excavation	3670	CUBIC YARD	\$ _____	\$ _____	\$ _____
41	Bedrock Removal	10	CUBIC YARD	\$ _____	\$ _____	\$ _____
42	Offsite Disposal	5895	TON	\$ _____	\$ _____	\$ _____
43	Cofferdams	1	LUMP SUM	\$ _____	\$ _____	\$ _____
44	Concrete – Spillway Foundation	508	CUBIC YARD	\$ _____	\$ _____	\$ _____
45	Concrete – Slabs and Aprons	573	CUBIC YARD	\$ _____	\$ _____	\$ _____

BID

B-2.4

**HUDSON RIVER - BLACK RIVER REGULATING DISTRICT
CONTRACT D012025 / OLD FORGE DAM AND SIXTH LAKE DAM REHABILITATION**

PI No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		TOTAL PRICE for PAYMENT ITEM (Est. Qty x Unit Price) FIGURES
				FIGURES	WORDS	
46	Concrete - Walls	310	CUBIC YARD	\$ _____	\$ _____	\$ _____
47	Dewatering	26	MONTHS	\$ _____	\$ _____	\$ _____
48	Structural Backfill	150	CUBIC YARD	\$ _____	\$ _____	\$ _____
49	No 57 Stone Seepage Filter	245	CUBIC YARD	\$ _____	\$ _____	\$ _____
50	No 9 Sand Seepage Filter	143	CUBIC YARD	\$ _____	\$ _____	\$ _____
51	Concrete Sand Seepage Filter	365	CUBIC YARD	\$ _____	\$ _____	\$ _____
52	Rip Rap	105	CUBIC YARD	\$ _____	\$ _____	\$ _____
53	Gate (House) Enclosure	1	LUMP SUM	\$ _____	\$ _____	\$ _____
54	Sluice Gates	1	LUMP SUM	\$ _____	\$ _____	\$ _____
55	Spillway Sluice Gate	1	LUMP SUM	\$ _____	\$ _____	\$ _____
56	Trash Racks	1	LUMP SUM	\$ _____	\$ _____	\$ _____
57	Log Boom	1	LUMP SUM	\$ _____	\$ _____	\$ _____
58	Timber Steps	1	LUMP SUM	\$ _____	\$ _____	\$ _____
59	General Fill	45	CUBIC YARD	\$ _____	\$ _____	\$ _____
60	General Site Restoration	20	CUBIC YARD	\$ _____	\$ _____	\$ _____

BID

B-2.5

**HUDSON RIVER - BLACK RIVER REGULATING DISTRICT
CONTRACT D012025 / OLD FORGE DAM AND SIXTH LAKE DAM REHABILITATION**

PI No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		TOTAL PRICE for PAYMENT ITEM (Est. Qty x Unit Price) FIGURES
				FIGURES	WORDS	
61	Chain Link Fence	1	LUMP SUM	\$ _____	\$ _____	\$ _____
62	20 kW Standby Generator and Automatic Transfer Switch	1	LUMP SUM	\$ _____	\$ _____	\$ _____
63	Electrical	1	LUMP SUM	\$ _____	\$ _____	\$ _____
				\$ _____	\$ _____	\$ _____
				GRAND TOTAL BID		GRAND TOTAL BID (Sum of Payment Item Total Price)
				\$ _____ (Price in Words)		\$ _____ (Price in Figures)

Notes:

(This Form Must Be Completed and Submitted with the Bid)

The undersigned hereby designates as its office to which such Notice of Conditional Award may be mailed, telegraphed or delivered:

The undersigned further agrees to comply with the requirements as to the conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

The undersigned acknowledges the receipt of the following addenda, and agrees to be bound by all addenda whether or not listed herein.

Addendum No.

Date of Addendum

Dated

Legal name of person, partnership, or corporation

BY

Name (Printed)

Signature

Title of Signatory

(Corporate seal, if any)

(If no seal write "No Seal across this place and sign).

Address

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

BIDDER QUALIFICATIONS AND EXPERIENCE

(ATTACH QUALIFICATIONS AND EXPERIENCE OF BIDDER, SUBCONTRACTORS
AND CONSULTANTS HERE.)

(ALSO INCLUDE RESUMES OF THE SUPERVISORS AND/OR FOREMEN THAT THE
BIDDER INTENDS TO USE ON THIS PROJECT)

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

NON-COLLUSIVE BIDDING CERTIFICATION

SECTION 139-D OF THE STATE FINANCE LAW

Statement of Non-Collusion in bids to the State of New York:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[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.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

If Bidder(s) is (are) a Corporation, complete the following:

Name	Legal Residence
_____ President:	_____
_____ Secretary:	_____
_____ Treasurer:	_____

If Bidder(s) is (are) a Partnership, complete the following:

Name of Partners or Principals	Legal Residence
_____	_____
_____	_____
_____	_____

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

Bidder _____
(corporation / partnership name)

Address _____
(street)

(city/town)

Telephone _____

Responsible Corporate/Partnership Officer:

Name _____ Title _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day
of _____, 20____ as the act and deed of said corporation of partnership.

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day
of _____, 20____ as the act and deed of said corporation of partnership.

Signature _____

Signature _____

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

RESOLUTION ACCOMPANYING BID

(Corporate Bidders)

To: _____ (Name of Owner)

I HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of _____ a corporation incorporated under the laws of the State of _____ duly called and held on the _____ day of _____, 20____, a quorum then being present; that the said resolutions have been entered upon the regular minute book of the corporation and are in accordance with the certificate of incorporation and the by-laws and are now in full force and effect:

RESOLVED that _____ be and hereby is authorized to sign and submit the bid proposal of this corporation for the following project:

and to include in such bid proposal the certificate as to non-collusion required by law as the act and deed of such corporation, and for all inaccuracies or misstatements in such certificate this corporation shall be liable under the penalty of perjury; and to enter into the contract if awarded to this corporation;

RESOLVED that the following officer(s) of this corporation is/are authorized on behalf of this corporation to sign the bid proposal and the contract:

(Authorized Officer(s))

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

Resolution Accompanying Bid - continued

I FURTHER CERTIFY that the names of the persons holding titles referred to in the foregoing resolutions are as follows:

NAME	TITLE
_____	_____
_____	_____
_____	_____

Secretary: _____

Dated: _____

(Corporate Seal)
(If no seal write "No Seal"
across this place and sign)

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

CONTRACTOR PRELIMINARY SCHEDULE AFFIRMATION

Work shall begin on the date indicated in the written Notice to Proceed and be Substantially Complete by the date indicated in the Agreement.

Maintaining and meeting these milestones dates and the schedule provided in the Information for Bidders, Section "Schedule and Timing," is required by the Owner.

In order for Bidders to be considered responsive and responsible, Bidders will affirm their commitment to the schedule by signing and returning this form with their Bid.

(See Section "Schedule and Timing" in the Information for Bidders for further discussion)

Dated

Legal name of person, partnership, or corporation

BY _____
Name and Title of Signatory

(Corporate seal, if any)
(If no seal write "No Seal
across this place and sign).

Address _____

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

PRELIMINARY SCHEDULE OF WORK

(ATTACH SCHEDULE HERE)

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

SUBCONTRACTOR PRELIMINARY SCHEDULE AFFIRMATION

This form is to be completed by Subcontractor if Subcontractor is proposed for this project. If no Subcontractor is proposed for this project the Bidder shall sign this form indicating it does not intend to use a Subcontractor on this project.

Bidder does not intend to use a Subcontractor on this project.

Dated

Legal name of person, partnership, or corporation

BY _____
Name and Title of Signatory

Copy this form if multiple Subcontractors are proposed for the project.

Work is anticipated to begin in **October 20, 2025** and be completed by **December 31, 2027**. Maintaining and meeting this schedule is required by the Owner.

Milestone dates are provided as follows:

Activity/Task

Date

Work Plan Submittals Due

October 22, 2025

Begin Mobilization

October 27, 2025

Substantially Complete Work

December 31, 2027

In order for Bidders to be considered responsive and responsible, Bidder's Subcontractor will affirm their commitment to the schedule by including Subcontractor's signature on this form with their Bid.

(See Section "Schedule and Timing" in the Information for Bidders for further discussion)

Dated

Legal name of person, partnership, or corporation

(Corporate seal, if any)
(If no seal write "No Seal
across this place and sign).

BY _____
Name and Title of Signatory

Address _____

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Maintaining and meeting this schedule is required by the Owner. Bidders are required to provide the Estimated Project Equipment for use on this Project:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BID SECURITY

(ATTACH BID SECURITY HERE)

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

STATEMENT OF SURETY'S INTENT

_____,
(Name of Surety Company)

a corporation licensed to do business in the State of New York, hereby consents and agrees that if the contract for

(Name of project / Contract No.)

be accepted and awarded to:

(Name of Bidder)

of _____
(Address of Bidder)

it is our present intention to become surety on the Performance Bond and Payment Bond required by the Contract Documents and to issue to the Owner, **Hudson River – Black River Regulating District**, a Performance Bond and a Payment Bond in such amount as is required by the Contract Documents.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to the Owner or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney
(Corporate seal)
(If no seal, write "No Seal"
across this page and sign.)

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

**MWBE /EEO / SDVOB REQUIREMENTS AND PROCEDURES
FOR BIDDERS AND CONTRACTORS**

- Instructions to Bidders/Consultants/Contractors -MWBE EEO Requirements
- Form MWBE 101: Staffing Plan
- MWBE/EEO Requirements
- SDVOB Goals – Attachment A

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

Instructions to Bidder/Consultant/Contractor MWBE / EEO Requirements

Instructions:

For Bidders:

A Bidder shall become thoroughly familiar with the requirements of the Regulating District's policy to implement New York State Executive Law Article 15-A.

To comply with the requirements established by the Regulating District regarding Minority and Women-owned Business Enterprises (MWBE) and Equal Employment Opportunities for minority group and members and woman (EEO), a Bidder shall complete and submit, as part of its Bid, the following required MWBE / EEO forms:

- Form MWBE 101: Staffing Plan

For Contractor:

A Consultant/Contractor shall become thoroughly familiar with the requirements of the Regulating District's policy to implement New York State Executive Law Article 15-A.

To comply with the requirements established by the Regulating District regarding Minority and Women-owned Business Enterprises (MWBE) and Equal Employment Opportunities for minority group and members and woman (EEO), a Consultant/Contractor shall complete and submit, as part of an Agreement, the following required MWBE / EEO form:

- Form MWBE – 100: Minority and Women-owned Business Enterprises – Equal Employment Opportunity Policy Statement

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)					
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal M/WBE 101 (Rev 11/08)

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'.
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OM/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

MWBE/EEO REQUIREMENTS

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

I. General Provisions

- A. The Hudson River-Black River Regulating District is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to Hudson River-Black River Regulating District, to fully comply and cooperate with in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to Hudson River-Black River Regulating District pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, the Hudson River-Black River Regulating District hereby establishes an overall goal of 30%, for MWBE participation, including New York State-certified minority-owned business enterprise (“MBE”) participation and New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially

useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract]

- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
 2. Any responses by MWBEs to the Contractor’s outreach;
 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by Hudson River-Black River Regulating District with MWBEs; and,
 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to Hudson River-Black River Regulating District within seventy-two (72) hours after the date of the notice by Hudson River-Black River Regulating District to award the Contract to the Contractor.
 3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, Hudson River-Black River Regulating District may require the Contractor or subcontractor to adopt a model statement (see Form – Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or

understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan (Form MWBE 101)

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by Hudson River – Black River Regulating District. Bidder shall complete the Staffing Plan and submit it as part of their Bid or Proposal. Note: This requirement is only applicable where the contract is expected to exceed \$250,000.

D. Workforce Utilization Report (Form MWBE 102)

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by Hudson River – Black River Regulating District on a monthly basis for Construction Contracts and a quarterly basis for all other Contracts during the term of the Contract.
 2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan (Form MWBE 103)

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by Hudson River – Black River Regulating District, through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to Hudson River – Black River Regulating District, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach,

Hudson River – Black River Regulating District shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by Hudson River – Black River Regulating District. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, Hudson River – Black River Regulating District shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If Hudson River – Black River Regulating District, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, Hudson River – Black River Regulating District may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to Hudson River – Black River Regulating District by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where Hudson River – Black River Regulating District determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Hudson River – Black River Regulating District liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by Hudson River – Black River Regulating District, the Contractor shall pay such liquidated damages to the Hudson River – Black River Regulating District to within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

VIII. Prepayment Declaration (MWBE Prepayment Declaration Form)

- A. Prior to release of each contract payment from the Regulating District, prepayment declarations must be submitted (MWBE Prepayment Declaration Form) by the prime vendor (Contractor) and all MWBE subcontractors that was or shall be relied upon (Contract Goals) by the Regulating District for credit toward minority and women-owned business enterprise participation.

SDVOB GOALS – ATTACHMENT A

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. The Hudson River – Black River Regulating District (HRBRRD) recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of HRBRRD contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. HRBRRD hereby establishes an overall goal of **6%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at:
http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.
- B. Questions regarding compliance with SDVOB participation goals should be directed to Stephanie Ruzycky, Director of Administrative Services, sruzycky@hrbrrd.ny.gov. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- C. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform.

By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to HRBRRD.

- C. HRBRRD will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to HRBRRD a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by HRBRRD to be inadequate, HRBRRD shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by HRBRRD, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. HRBRRD may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If HRBRRD determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, HRBRRD shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Director of Administrative Services at HRBRRD for guidance.**
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time

it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by HRBRRD at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, HRBRRD shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to HRBRRD, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If HRBRRD, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, HRBRRD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to Hudson River – Black River Regulating District.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by HRBRRD with certified SDVOBs whom HRBRRD determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to HRBRRD during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should

be completed by the Contractor and submitted to HRBRRD, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: sruzycky@hrbrrd.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

**SEXUAL HARASSMENT PREVENTION CERTIFICATION
PURSUANT TO STATE FINANCE LAW 139-L**

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

**SEXUAL HARASSMENT PREVENTION CERTIFICATION
PURSUANT TO STATE FINANCE LAW §139-L**

To: Board of Hudson River - Black River Regulating District

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certification document and that all information provided is complete, true and accurate.

By: _____ ____/____/____
Authorized Signature Date

Print Name Title

Company Name

D/B/A - Doing Business As (if applicable)

Address City State Zip

VENDOR RESPONSIBILITY QUESTIONNAIRE

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

New York State

Vendor Responsibility Questionnaire

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

Instructions

New York State Vendor Responsibility Alternate Format Questionnaires

The four (4) questionnaires found on the online VendRep System are also available in paper or electronic format.

The alternate format questionnaires have been designed to elicit information based on vendor type (For-Profit or Not-for-Profit) and activity (Construction or Non-Construction). Each vendor should select the questionnaire that most closely reflects its mode of operation or as directed by an agency's solicitation instructions. The types of alternate format vendor questionnaires include:

- For-Profit
- Not-for-Profit
- For-Profit Construction
- Not-for-Profit Construction

Business Entities may manually complete a printed paper copy of the questionnaire or can complete the questionnaire on a computer in MS Word. Completing the questionnaire in MS Word allows the questionnaire to be saved on the user's computer and updated in the event that the vendor's information changes.

Business Entities must answer every question contained in the selected questionnaire.* Most questions require "Yes" or "No" answers and request additional information based on the Business Entity's response. For paper submissions, responses that require additional information must include an attachment containing this information.

The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the vendor's business and operations. The certification at the end of each questionnaire must be completed by an owner or officer of the Business Entity.

* Note: If the Business Entity uses a Social Security Number (SSN) as its identification number, providing the SSN on the questionnaire is optional.

STATE OF NEW YORK VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

1. VENDOR IS: <div style="display: flex; justify-content: space-around;"> PRIME CONTRACTOR SUB-CONTRACTOR </div>			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE</i> , if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <div style="display: flex; justify-content: space-around;"> Owned Rented </div> <p>If rented, please provide landlord's name, address, and telephone number below:</p>		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) Business Corporation	Date of Incorporation	State of Incorporation*	
b) Sole Proprietor	Date Established		
c) General Partnership	Date Established		
d) Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) Limited Liability Company (LLC)	Date Established		
f) Limited Liability Partnership	Date Established		
g) Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
<p style="text-align: center;">* If not incorporated in New York State, please provide a copy of authorization to do business in New York.</p>			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18. Is the vendor certified in New York State as a (check please): Minority Business Enterprise (MBE) Women’s Business Enterprise (WBE) Disadvantaged Business Enterprise (DBE)? <i>Please provide a copy of any of the above certifications that apply.</i>	Yes No
19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i>	Yes No
20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:	
a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.</i>	Yes No
b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual’s name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i>	Yes No
c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual’s name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i>	Yes No
d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual’s name, business title or consulting capacity and the official political party position held with applicable service dates.</i>	Yes No

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p>21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:</p>	
<p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<p>Yes No</p>
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p>Yes No</p>
<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>	<p>Yes No</p>

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<p>Yes No</p>
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<p>Yes No</p>
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<p>Yes No</p>
<p>25. During the past three (3) years, has the vendor failed to:</p> <p style="margin-left: 20px;">a) file returns or pay any applicable federal, state or city taxes?</p> <p style="margin-left: 40px;"><i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p style="margin-left: 20px;">b) file returns or pay New York State unemployment insurance?</p> <p style="margin-left: 40px;"><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<p>Yes No</p> <p>Yes No</p>
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<p>Yes No</p>

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	Yes	No
28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	Yes	No
29. In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i>	Yes	No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business _____ Signature of Owner/Officer _____
Address _____ Printed Name of Signatory _____
City, State, Zip _____ Title _____

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

**OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT
PURSUANT TO STATE FINANCE LAW SECTION 139-J**

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

**Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law
§139-j (3) and §139-j (6) (b)**

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The Offerer must complete the following affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

**OFFERER'S CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW
SECTION 139-K.**

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

**Offerer's Certification of Compliance
with State Finance Law §139-k(5)**

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity. While the nature of the Procurement Contract will determine how to obtain the certification and when the certification should be obtained, the following documents have been identified for consideration:

- solicitation documents (such as an Invitation for Bids or Requests for Proposal);
- procurement contract; and
- other/stand alone certification.

It is recommended that the certification be obtained as early as possible in the process, such as when an Offerer submits its proposal, bid or other form of offer.

**Offerer Certification of Compliance
with State Finance Law §139-k(5)***

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH 6 NYCRR PART 248

D012025 Old Forge Dam and Sixth Lake Dam Rehabilitation

06/17/25 (This Form Must be Completed and Submitted with the Bid)

CERTIFICATION OF COMPLIANCE WITH 6 NYCRR PART 248

**USE OF ULTRA LOW SULFUR DIESEL AND BEST AVAILABLE RETROFIT TECHNOLOGY FOR
HEAVY DUTY VEHICLES**

Each bidder shall comply with the requirements of 6 NYCRR Part 248 including, but not limited to, the submission of a Vehicle Inventory (Certification of Compliance with 6 NYCRR Part 248) with its bid.

The Contractor, and its subcontractor(s), shall comply with the requirements of 6 NYCRR Part 248 including, but not limited to, the submission of an Annual Report and Vehicle Inventory.

To: Board of Hudson River - Black River Regulating District

By submission of this bid, each bidder and each person signing on behalf of any bidder or subcontractor to the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder and subcontractor(s) shall use heavy duty vehicles for the work of this contract which comply with the requirements of 6 NYCRR Part 248.

The bidder shall submit this Certification of Compliance with 6 NYCRR Part 248 with its bid.

The Contractor shall submit an Annual Report and Vehicle Inventory. Contractor acknowledges that, for any covered vehicles that perform work on the contract site, the contractor will electronically submit to the Regulating District on or before October 1st on an annual basis during the term of the agreement the Annual Report and Vehicle Inventory required pursuant to 6 NYCRR Part 248.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certification document and that all information provided is complete, true and accurate.

By:

Authorized Signature

____/____/____
Date

Print Name

Title

Company Name

D/B/A - Doing Business As (if applicable)

Address

City

State

Zip

Sample Agreement

Old Forge Dam and Sixth Lake Dam Rehabilitation

Contract No. D012025

State of New York
Hudson River – Black River Regulating District
Albany, New York

June 2025

AGREEMENT

This CONTRACT, in two (2) copies, made and entered into this 3rd day of September, 2025, by and between **BOARD OF HUDSON RIVER-BLACK RIVER REGULATING DISTRICT**, whose office is located at 54 State Street, Suite 501, Albany, New York 12207, hereinafter designated as OWNER,

and

name of contractor
address of contractor

hereinafter designated as the CONTRACTOR.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. Under this Agreement and Contract the Contractor shall perform

CONTRACT NO. D012025 OLD FORGE DAM AND SIXTH LAKE DAM REHABILITATION

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at its own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the Work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all Work done, and materials, equipment and supplies furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the Work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the Work, and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of, the suspension or discontinuance of the Work as herein specified, and for faithfully completing the Work and the whole thereof as herein provided, and for maintaining the Work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Articles 4. The following documents shall constitute integral parts of this Agreement, the whole to be collectively known and referred to as the Contract Documents or the Contract, and in the case of discrepancies among any parts of the Contract Documents, preference shall be given in the following order:

Appendix A: Standard Clauses for NYS Contracts
 Agreement
 General Conditions
 Contract Drawings (detailed drawings taking precedence over general drawings)
 Materials and Performance Section
 Waiver of Immunity Clause
 Non-Discrimination Clause
 Non-Collusive Bidding Certificate – General Municipal Law Section 103
 Invitation for Bid
 Addenda (later dates taking precedence over earlier dates)
 MWBE/EEO and SDVOB Requirements and Procedures for Contracts
 Sexual Harassment Prevention Certification Pursuant to State Finance Law 139-L
 New York State Labor Law Requirements Article 8 (Section 220-223), Article 9
 (Section 230-239)
 Vendor Responsibility Questionnaire
 Certification of Compliance with 6 NYCRR Part 248
 Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law
 §139-J
 Offerer's Certification of Compliance with State Finance Law Section 139-k
 Contractor Certification ST-220
 Offerer Disclosure of Prior Non-Responsibility Determination
 Information for Bidders
 Insurance Certificates
 Performance Bond
 Payment Bond
 Advertisement
 Request for Tax Payer Identification Number Form W-9

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply and cooperate with the Owner in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not

in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

Article 6. Contractor specifically agrees that this Agreement may be cancelled or terminated as herein provided if any work under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended.

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, then the Owner may make use of any or all remedies provided in its behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 7. The following addenda have been made and included in the Contract before it was signed by the parties hereto:

Addendum Date	Addendum No.

Article 8. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 9. The Contractor agrees:

- (a) It hereby voluntarily and irrevocably submits itself to jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the Owner is located.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage prepaid, addressed to the Contractor at its address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that it will duly enter its appearance in any such action.

- (e) The Contract may be presented in court as conclusive evidence of the foregoing Agreement.

Article 10. The Contractor agrees to Substantially Complete the Work by **December 31, 2027** in accordance with the Contract Documents, and in accordance with the terms and conditions, specified in the Bid.

The term of this Agreement is from **September 3, 2025** to **December 31, 2028**.

Article 11. The Owner reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Owner may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract.

Article 12. No liquidated damages will be assessed in connection with this Agreement for failure to complete the Work by the Substantial Completion Date.

Article 13. The Contractor shall forfeit the security (bid bond) deposited with its Bid to the Board as liquidated damages for the failure or refusal to execute and deliver the required Contract, bonds, and insurance certificates and policies, as required in the Invitation for Bid, after having received a Notice of Conditional Award.

Article 14. The Owner agrees to pay the Contractor in accordance with the Contract Documents, and in consideration of the completion of the Work, the sum of:

(Words)

\$ xxx,xxx.xx

(Figures)

Agency Certification

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed.

REGULATING DISTRICT

Dated _____ By: _____
(Signature)

(Print Name & Title)

CONTRACTOR

Dated _____ By: _____
(Signature)

(Print Name & Title)

(Print Company Name)

(Corporate seal of Contractor,
if a corporation)

ATTORNEY GENERAL

Dated _____ By: _____
(Signature)

(Print Name & Title)

COMPTROLLER

Dated _____ By: _____
(Signature)

(Print Name & Title)

**CERTIFICATE OF ACKNOWLEDGEMENT - CONTRACTOR
(CORPORATION)**

State of _____ EIN: _____

County of _____

On this _____ day of _____, _____, before me personally appeared
the undersigned, _____, to me

known, who, being duly sworn by me, did dispose and say that he/she resides in _____

(City, Town, Village/County/State)

that he/she is the _____ of the _____
(Title)

(Name of Corporation)

Attest

(Secretary)

Business Address: _____

Phone Number: _____

incorporated in the State of _____ described in and which executed, the
foregoing instrument, that the undersigned knows the seal of said corporation, that the seal affixed
to said instrument is such corporate seal, that it was affixed by order of the Board of Directors of
said corporation and that the undersigned affixed his name thereto by like order.

(Corporate Seal) Signed: _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

Notary Stamp

WAIVER OF IMMUNITY CLAUSE

WAIVER OF IMMUNITY CLAUSE

The contractor hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state of or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with New York State or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
- (b) any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

NON-DISCRIMINATION CLAUSE

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.

(g) The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

APPENDIX A – STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

Pages 1-7 attached

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS 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 State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, 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.

5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; 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 \$50.00 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.

6. 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 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. Additionally, effective April 28, 2008, 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 Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the 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 State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State'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 to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and 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 the Records 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 term specified above for the purposes of inspection, auditing and copying. The State 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 an appropriate State official, 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 State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency 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 (ii) a written agreement in excess of \$100,000.00 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 (iii) a written agreement in excess of \$100,000.00 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 contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(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.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. 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 Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. 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.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), 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 State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State 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 § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

SCHEDULE A

Bid Documents (Bid B-1 through B-22)

- Bid & Bid Sheets
- Bidder Qualification and Experience
- Non-Collusive Bidding Certification
- Resolution Accompanying Bid
- Contractor Preliminary Schedule Affirmation
- Preliminary Schedule of Work
- Subcontractor Preliminary Schedule Affirmation
- Estimated Project Labor / Work Force
- Estimated Project Equipment
- Bid Security
- Statement of Surety's Intent
- EEO/MWBE/SDVOB Requirements and Procedures for Bidders and Contractors
- Sexual Harassment Prevention Certification Pursuant to State Finance Law 139-L
- Vendor Responsibility Questionnaire
- Offerer's Affirmation of Understanding of, and Agreement Pursuant to, State Finance Law Section 139-J
- Offerer's Certification of Compliance with State Finance Law Section 139-K
- Offerer Disclosure of Prior Non-Responsibility Determinations
- Certification of Compliance with 6 NYCRR Part 248

NEW YORK STATE LABOR LAW PROVISIONS – ARTICLE 8 & 9

Prevailing Wage Rates



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Hudson River Black River Regul

Robert Foltan, Chief Engineer
54 State st
Suite 501
Albany NY 12207

Schedule Year 2024 through 2025
Date Requested 04/24/2025
PRC# 2025004921

Location Old Forge Dam/ 6th Lake Dam
Project ID# D012025
Project Type Rehabilitation to Old Forge Dam and 6th Lake Dam.

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 Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. 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.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule 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 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

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 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

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

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Hudson River Black River Regul

Robert Foltan, Chief Engineer
54 State st
Suite 501
Albany NY 12207

Schedule Year 2024 through 2025
Date Requested 04/24/2025
PRC# 2025004921

Location Old Forge Dam/ 6th Lake Dam
Project ID# D012025
Project Type Rehabilitation to Old Forge Dam and 6th Lake Dam.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

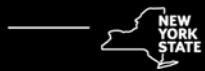
Penalties for paying workers off the books or improperly treating employees as independent contractors:

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Hamilton County General Construction

Boilermaker	04/01/2025
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JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour
07/01/2024

Boilermaker \$ 40.84

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker \$26.51
+ 1.49*

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

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

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

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

REGISTERED APPRENTICES
Wages per hour
(1/2) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.71	19.71	20.69	21.64	22.62	23.60	24.57	25.53
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

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

1-197

Carpenter - Building	04/01/2025
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JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Washington

WAGES
Per hour: 07/01/2024 07/01/2025
Additional

Carpenter	\$ 30.68	\$ 1.00*
Floor Coverer	30.68	1.00*
Carpet Layer	30.68	1.00*
Dry-Wall	30.68	1.00*
Diver-Wet Day	61.25	0.00
Diver-Dry Day	31.68	1.00*
Diver Tender	31.68	1.00*

*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyworker's rate of pay when performing piledriving/dock building work.

- Certified welders shall receive \$1.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81' to 100' additional \$.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 23.34

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. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.75 \$ 14.75

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Cli

Carpenter - Building / Heavy&Highway

04/01/2025

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: 07/01/2024

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface \$ 36.48

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

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 (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
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2-42AtSS

Carpenter - Heavy&Highway

04/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton

WAGES

Per hour 07/01/2024

Carpenter	\$ 41.03
Piledriver	41.03
Diver-Wet Day	66.03
Diver-Dry Day	42.03
Diver-Tender	42.03

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 24.79

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%
Supplemental Benefits per hour:				
\$ 18.27	\$ 18.84	\$ 20.90	\$ 21.46	\$ 22.02

PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%
Supplemental Benefits per hour:			
\$ 18.27	\$ 18.84	\$ 20.90	\$ 21.46

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-291HH-CEFH

Electrician

04/01/2025

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

07/01/2024

Electrician	\$ 48.00
Audio/Sound	48.00
Video	48.00
Tele-Data	48.00
Solar/ Photovoltaic	48.00

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 & smokestacks 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.

SHIFT WORK

For Projects Bid on or Prior to 05/31/2019

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%

SUPPLEMENTAL BENEFITS

Per hour	
Journeyworker	\$ 30.65 +3% of wage

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

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 Journeyworker'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

0-12 month term	\$ 15.32**
2nd year term	24.93**
3rd year term	26.07**
4th year term	27.22**
5th year term	28.36**

(**) Plus additional 3% of wage

1-236

Elevator Constructor

04/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES

Per hour	07/01/2024	01/01/2025
Mechanic	\$ 55.32	\$ 57.73
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

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

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour:
0-6 mo* 6-12 mo 2nd yr 3rd yr 4th yr
50% 55 % 65 % 70 % 80 %

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

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier	04/01/2025
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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	07/01/2024	01/01/2025	05/01/2025	07/01/2025
Glazier Base Wage	\$ 33.01	\$ 33.01	Additional + 1.80	Additional
Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium				
	07/01/2024	01/01/2025		
High Work Base Wage***	\$ 35.35	Additional \$ 2.00		+ 4.00

Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

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

SHIFT WORK
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

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker \$ 23.55
Journeyworker High Work \$ 29.57

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Premium is applied to the respective base wage only.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES
Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeyworkers base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$4.10 per hour for all hours worked for all terms			

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeyworkers Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$4.10 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 19.88
2nd-4th term	23.55
Apprentice High Work	
1st term	23.72
2nd-4th term	29.57

1-201

Insulator - Heat & Frost

04/01/2025

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 07/01/2024

Asbestos Worker*	\$ 40.46
Insulator*	40.46
Firestopping Worker*	34.40

(*) On Mechanical Systems only.

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 26.86
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OVERTIME PAY

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

*B1=Double time begins after 10 hours on Saturday

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices	\$ 26.86
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1-40

Ironworker

04/01/2025

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, 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	07/01/2024	01/01/2025
Per hour		
Ornamental	\$ 38.50	\$ 39.50
Reinforcing	38.50	39.50
Rodman	38.50	39.50
Structural & Precast	38.50	39.50
Mover/Rigger	38.50	39.50
Fence Erector	38.50	39.50
Stone Derrickman	38.50	39.50
Sheeter	38.75	39.75
Curtain Wall Installer	38.50	39.50
Metal Window Installer	38.50	39.50

SHIFT WORK

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM

REGULAR RATE PLUS 10%

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour

JOURNEYWORKER	\$ 30.64	\$ 31.64
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed on the preceding Friday.

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2024
1st year	\$ 23.50
2nd year	25.50
3rd year	27.50
4th year	29.50
Supplemental Benefits per hour worked	
1st year	\$ 10.78
2nd year	22.87
3rd year	24.58
4th year	24.88

1-12

Ironworker

04/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, and Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and the Village of Cooperstown.

WAGES

Per hour:	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Structural/Reinforcing	\$ 33.50	\$ 2.63*	\$ 2.74*
Mach. Mover/Ornamental	33.50	2.63*	2.74*
Stone Derrickman	33.50	2.63*	2.74*
Chain Link Fence	33.50	2.63*	2.74*
Sheeter Ironworker	33.50	2.63*	2.74*
Pre-Engineered Building	33.50	2.63*	2.74*
Window Erector	33.50	2.63*	2.74*
Precast Erector	33.50	2.63*	2.74*
Welder	33.50	2.63*	2.74*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.28

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. Any holiday which occurs on Saturday shall be observed the previous Friday.

REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 13.69
1501-3000hrs	22.06
3001-4500hrs	23.26
4501-6000hrs	24.45

7-440

Laborer - Building

04/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

WAGES

GROUP #1: Basic

GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggy and Power Lift

GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour:	07/01/2024
Building Laborer:	
Group # 1	\$ 32.64
Group # 2	32.79
Group # 3	33.04
Group # 4	33.14
Group # 5	34.14
Group # 6	34.14

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024
All groups	\$ 27.30

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 Journeyperson's basic hourly wage.			
1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2024
Apprentices	\$ 27.30

1-190z2B

Laborer - Heavy&Highway

04/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah
Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

WAGES

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, 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, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), 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.

Per hour:	07/01/2024
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Heavy/Highway Laborer:	
GROUP # A	\$ 40.65
GROUP # B	40.85
GROUP # C	41.05
GROUP # D	41.25
GROUP # E	43.15

SHIFT WORK

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.69

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 Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday 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 \$ 28.69

1-190z2H/H

Laborer - Tunnel

04/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

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

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

Per Hour

07/01/2024

Class 1	\$ 47.20
Class 2	49.20
Class 4	51.45
Class 5	43.45

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

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.15

OVERTIME PAY

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

HOLIDAY

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

Overtime: See (5, 6, 15, 16, 25) 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

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.

1-190/157T

Lineman Electrician

04/01/2025

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90

Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder,	
Pipe Type Cable	61.85

Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder,	
Pipe Type Cable	63.23

Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

SHIFT WORK

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 %

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A	\$ 30.90
	*plus 7% of
	the hourly
	wage paid

Group B	\$ 26.90
	*plus 7% of
	the hourly
	wage paid

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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 Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90

*plus 7% of
the hourly
wage paid

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

6-1249a

Lineman Electrician - Teledata**04/01/2025**

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).

07/01/2024

01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

01/01/2025

Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour 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

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**04/01/2025**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

A flagger's duties shall consist of traffic control only.

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07

Group B:

Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	30.32

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.

SHIFT WORK

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%

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A	\$ 30.90
	*plus 7% of the hourly wage paid

Group B	\$ 26.90
	*plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.
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 Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90

*plus 7% of
the hourly
wage paid

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

04/01/2025

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 includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

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

HOLIDAY

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

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

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

6-1249TT

Mason - Building**04/01/2025**

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 07/01/2024

Bricklayer	\$ 41.04
Cement Mason(Bldg)	41.04
Plasterer/Fireproofing*	41.04
Pointer/Caulker/Cleaner	41.04
Stone Mason	41.04
Acid Brick	41.04

(*)Fireproofing of Structural only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.58

OVERTIME PAY

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

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

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

Supplemental Benefits per hour worked

All Terms \$ 23.58

12-2b.1

Mason - Building**04/01/2025**

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 07/01/2024

Tile/Marble/Terrazzo

Setter	\$ 37.71
Finisher	29.38

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 21.83
Journeyman Finisher	18.87

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

07/01/2024

Setter:

1st term 0-500 hrs	\$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83

Finisher:

1st term 0-500 hrs	\$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

Mason - Heavy&Highway

04/01/2025

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 12-2h/h on.

WAGES

Per hour

07/01/2024

Mason &
Bricklayer

\$ 42.26

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

\$ 22.43

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

750 HR TERMS at the following percent of Journeyman's wage

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

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 13.68
All Other	22.43

12-2hh.1

Millwright

04/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025
		Additional
Millwright - Power Generation	\$ 45.00	\$2.50*

* To be allocated at a later date.

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

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- 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) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. 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 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 27.95*
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*NOTE: Subject to OT premium

OVERTIME PAY

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

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: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright

04/01/2025

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour:	07/01/2024	07/01/2025
		Additional
Building	\$ 36.32	\$ 3.00*
Heavy & Highway	39.82	3.00*

*To be allocated at a later date

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:

Journeyworker \$ 26.59

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 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 Journeyworker's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.89
2nd term	22.19
3rd term	23.65
4th term	25.13

2-1163.2

Operating Engineer - Building

04/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE:

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

-- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1*: All cranes that require A NYS crane license, tower cranes**(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASS A:

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

CLASS B:

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

CLASS C:

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

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	\$ 53.11	\$ 55.42
Class A	52.62	54.93
Class B	51.60	53.91
Class C	48.70	51.01

(*) TONNAGE RATING PREMIUMS:

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

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

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

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

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

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

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

All cranes 110 tons and under, A1 rate only

(**)Additional \$0.50 per hr on A1 rate for Tower Cranes (no tonnage premiums apply)

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

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

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 32.40	\$ 33.50

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All terms	\$ 27.70	\$ 28.80

1-158 Alb

Operating Engineer - Heavy&Highway

04/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE:

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

--- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASSIFICATION A1*: All Cranes that require a NYS Crane License; tower cranes(including self erecting)**; hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASSIFICATION A:

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

CLASSIFICATION B:

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

CLASSIFICATION C:

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

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	\$ 57.90	\$ 60.30
Class A	54.90	57.30
Class B	53.99	56.39
Class C	51.42	53.82

(*) TONNAGE RATING PREMIUMS:

Cranes over 1000 tons, A1 rate plus \$7.00

Cranes from 800-999 tons, A1 rate plus \$6.00

Cranes from 600-799 tons, A1 rate plus \$5.00

Cranes from 400-599 tons, A1 rate plus \$4.00

Cranes from 200-399 tons, A1 rate plus \$3.00

Cranes from 111-199 tons, A1 rate plus \$2.00

Cranes from 65-110 tons, A1 rate plus \$1.50

Cranes from 0-64 Tons, A1 rate only

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

() Tower Cranes, A1 rate plus \$3.00 (no tonnage premiums apply)**

-- Cranes in Luffer Configuration, A1 rate plus \$5.00

-- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

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

Additional \$2.50 per 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.

SHIFT WORK

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 32.60	\$ 33.70

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All Terms	\$ 27.45	\$ 28.30

Operating Engineer - Survey Crew

04/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief \$ 50.65

Instrument Person 46.54

Rod Person 34.55

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.75

OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

0-1000 60%

1001-2000 70%

2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 \$ 21.53 / PHP \$18.45

1001-2000 24.55 / " 20.45

2001-3000 27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

04/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

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 \$ 29.75

OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

04/01/2025

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

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

WAGES

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

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

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Guniting Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 55.91	\$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 59.91	\$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.05	\$ 25.90
	+ 9.85*	+ 10.10*

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

04/01/2025

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2024

Painter\Wallcovers	\$ 32.03**
Drywall Finishers	32.03**
Spray Rate	32.03**
Structural Steel*	33.03**
Lead Abatement	33.03**
Lead Abatement on Structural Steel	34.03**

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

(**) Plus Additional \$1.25 per hour not subject to Overtime/Premiums

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

SHIFT WORK

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM	PLUS \$1.00 to the applicable rate, and this is not subject to overtime
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SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 20.51
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OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyworker's base wage

Apprentice rate is calculated on the rate before the \$1.25 is added, then add the \$1.25

1st	2nd	3rd	4th	5th	6th
\$15	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms	\$ 20.51
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1-201-P

Painter - Bridge & Structural Steel

04/01/2025

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: 07/01/2024
\$ 56.00
+ 10.35*

ADDITIONAL \$7.00 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 (50 hour 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:
\$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 22.40 + 4.14
2nd year	\$ 33.60 + 6.21
3rd year	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:	
1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

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

Painter - Line Striping

04/01/2025

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2024	04/01/2025	04/01/2026
Striping-Machine Operator*	\$ 34.12	\$ 35.49	\$ 36.93
Linerman Thermoplastic	41.12	42.74	44.44

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.

SHIFT WORK

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator:	\$23.65	\$ 24.30	\$ 24.95
Linerman Thermoplastic:	23.65	24.30	24.95

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:

	07/01/2024	01/01/2025	04/01/2025	04/01/2026
1st Term:	\$ 16.00	\$ 16.50	\$ 16.50	\$ 16.50
2nd Term:	20.47	20.47	21.29	22.16
3rd Term:	27.30	27.30	28.39	29.54

Supplemental Benefits per hour:

All terms:	\$ 23.65	\$ 23.65	\$ 24.30	\$ 24.95
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8-1456-LS

Painter - Metal Polisher

04/01/2025

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

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:
All classification \$ 12.79

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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
One (1) year term at the following wage rates:

07/01/2024

1st year \$ 19.67
2nd year 21.63
3rd year 23.60

1st year* \$ 22.06
2nd year* 22.07
3rd year* 24.14

1st year** \$ 22.17
2nd year** 24.13
3rd year** 26.10

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:
Per hour:

1st year \$ 8.69
2nd year 8.69
3rd year 8.69

8-8A/28A-MP

Plumber	04/01/2025
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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:
07/01/2024

Plumber:
Pipefitter, Steamfitter \$ 53.06

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 28.68

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 wage rate.

1st	2nd	3rd	4th	5th
\$ 24.43	\$ 29.63	\$ 34.84	\$ 40.05	\$ 47.85

Supplemental Benefits per hour:

All Terms \$ 23.34

1-7-SF

Plumber	04/01/2025
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JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Essex

PARTIAL COUNTIES

Franklin: Entire County except for the Village of Hogansburg and the St. Regis Indian Reservation.
Hamilton: The Townships of Long Lake and Indian Lake

WAGES

Per hour

07/01/2024

Plumber &
Steamfitter

\$ 44.28

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 22.20
+11.20*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE
Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyperson's wage

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

Supplemental Benefits per hour worked

1st yr	\$ 19.03 + 5.60*
2nd yr	19.66 + 6.72*
3rd yr	20.30 + 7.84*
4th yr	20.93 + 8.96*
5th yr	21.57 + 10.08*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

* This portion per hour paid.

1-773EF-SF

Plumber	04/01/2025
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JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.

Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.

Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.

Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

WAGES

Per hour:	07/01/2024	05/01/2025 Additional	05/01/2026 Additional
Plumber	\$ 43.65	\$ 3.35*	\$ 3.45*
Steamfitter	43.65	3.35*	3.45*

*To be allocated at a later date

SHIFT WORK

Agency-mandated shift operations:

- Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
- Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
- 3 consecutive work days or more:
 - First Shift - Regular hourly rate.
 - Second Shift - Regular hourly rate plus 12%.
 - Third Shift - Regular hourly rate plus 18%.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 14.90
	+ 17.85**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

OVERTIME PAY

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

*Portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st Term:	\$ 14.90
	+ 8.35**
All others:	\$ 14.90
	+ 13.39**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer

04/01/2025

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2024	07/01/2025 Additional
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Roofer/Waterproofer	\$ 37.05	\$ 1.75*
Asphalt Cold Process	37.55	
Fluid Applied Roof	37.55	
Pitch & Asbestos	39.05	

(*) To be allocated at a later date

SHIFT WORK

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

Journeyworker	\$ 23.52
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OVERTIME PAY

See (B, E, J) 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% + \$ 3.00
1500 hrs.	

2nd Term	74% + \$ 3.00
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	\$ 18.94
2nd Term	19.37
3rd Term	22.85

1-241

Sheetmetal Worker

04/01/2025

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

07/01/2024

Sheetmetal Worker	\$ 40.52
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All work requiring HAZWOPER Training additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 37.27
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OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 22.71
2nd term	24.57
3rd term	25.49
4th term	26.42
5th term	25.12
6th term	26.34
7th term	28.36
8th term	30.39
9th term	32.42
10th term	34.44

Supplemental Benefits per hour

1st term	\$ 23.21
2nd term	23.82
3rd term	24.13
4th term	24.58
5th term	31.59
6th term	32.04
7th term	32.79
8th term	33.56
9th term	34.32
10th term	35.07

1-83

Sprinkler Fitter

04/01/2025

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 07/01/2024

Sprinkler \$ 42.00
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 28.82

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
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\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82
Supplemental Benefits per hour									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15
									1-669

Teamster - Building	04/01/2025
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JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

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, Otego, Unidilla and Worchester.

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

	07/01/2024	07/01/2025
Group A	\$ 31.44	\$ 34.65
Group B	31.74	34.95

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.58	\$ 29.56
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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.

1-294z2

Teamster - Heavy&Highway	04/01/2025
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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, Otego, 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 07/01/2024

Group #1	\$ 39.75
Group #2	39.81
Group #3	39.90
Group #4	40.03
Group #5	40.19

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

SHIFT WORK

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.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.97
+\$1.00 per*
hour worked

(*) not applicable to paid holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

1-294h/h

Welder

04/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Herkimer County General Construction

Boilermaker	04/01/2025
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JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2024

Boilermaker \$ 40.84

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$26.51
+ 1.49*

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

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.71	19.71	20.69	21.64	22.62	23.60	24.57	25.53
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

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

1-197

Carpenter - Building	04/01/2025
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JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour:

07/01/2024

07/01/2025

Additional

Carpenter	\$ 30.85	\$ 1.30*
Floor Coverer	30.85	1.30*
Carpet Layer	30.85	1.30*
Drywall	30.85	1.30*
Diver - Wet Day	61.25	0.00
Diver - Dry Day	31.85	1.30*
Dive Tender	31.85	1.30*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the Journeyworker's rate of pay when performing piledriving/dock building work.

- Certified Welders shall receive \$1.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81' to 100' additional \$0.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 21.69

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. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.60	\$ 12.61	\$ 15.21	\$ 15.21
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NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway

04/01/2025

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: 07/01/2024

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface \$ 36.48

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

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 (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
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2-42AtSS

Carpenter - Heavy&Highway

04/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Chenango, Herkimer, Madison, Oneida, Otsego

WAGES

Per hour 07/01/2024

Carpenter	\$ 42.28
Piledriver	42.28
Diver-Wet Day	67.28
Diver-Dry Day	43.28
Diver-Tender	43.28

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%
Supplemental Benefits per hour:				
\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74	\$ 22.29

PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%
Supplemental Benefits per hour:			
\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-277HH-CHMOO

Electrician

04/01/2025

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2024	06/01/2025	06/01/2026
Electrician	\$ 47.00	Additional \$ 5.00*	Additional \$ 5.25*
Teledata	47.00		
Cable Splicer	51.70		

* To be allocated at a later date.

NOTE: Additional premiums for the following work listed (Amounts subject to premiums):

- Additional \$2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.

- Additional \$3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

- 1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%).
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
- 5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1ST SHIFT	8:00AM - 4:30PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%
3RD SHIFT	12:30 AM - 9:00 AM:	Regular wage rate plus 25%

SUPPLEMENTAL BENEFITS

Per hour:

	\$ 31.92 plus
Journeyworker	3% of hourly wage paid*

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

OVERTIME PAY

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

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

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, 15, 26) on HOLIDAY PAGE

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyworker's wage.

1st period 40% (0-1000 hrs.)	\$ 18.80
2nd period 45% (1001-2000)	21.15
3rd period 50% (2001-3500)	23.50
4th period 60% (3501-5000)	28.20
5th period 70% (5001-6500)	32.90
6th Period 80% (6501-8000)	37.60

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.34*
2nd period	14.34*
3rd period	28.92*
4th period	29.52*
5th period	30.12*
6th period	30.72*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Elevator Constructor

04/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Madison: Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES

Per hour	07/01/2024	01/01/2025
Mechanic	\$ 55.32	\$ 57.73
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS

Per hour	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier	04/01/2025
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JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES

Per Hour:	07/01/2024
Glazier	\$ 28.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 26.69
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OVERTIME PAY

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

*Note - Or circumstances beyond the control of the employer.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms:

Appr. 1st term	\$18.00
Appr. 2nd term	19.00
Appr. 3rd term	20.00
Appr. 4th term	21.00
Appr. 5th term	22.00
Appr. 6th term	23.00
Appr. 7th term	24.00
Appr. 8th term	25.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.87
Appr. 2nd term	12.87
Appr. 3rd term	18.87
Appr. 4th term	18.87
Appr. 5th term	19.87
Appr. 6th term	19.87
Appr. 7th term	20.87
Appr. 8th term	20.87

5-677.Z-2

Insulator - Heat & Frost

04/01/2025

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2024

Asbestos Installer	\$ 41.50
Insulation Installer	41.50
(On mechanical systems only)	

SHIFT WORK

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	\$ 41.50
2nd Shift	47.72
3rd Shift	49.80

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 25.09
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OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%
\$ 24.90	\$ 29.05	\$ 33.20	\$ 37.35

SUPPLEMENTAL BENEFITS per hour:

\$ 22.59	\$ 22.59	\$ 25.09	\$ 25.09
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7-30-Syracuse

Ironworker

04/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, and Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and the Village of Cooperstown.

WAGES

Per hour:	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Structural/Reinforcing	\$ 33.50	\$ 2.63*	\$ 2.74*
Mach. Mover/Ornamental	33.50	2.63*	2.74*
Stone Derrickman	33.50	2.63*	2.74*
Chain Link Fence	33.50	2.63*	2.74*
Sheeter Ironworker	33.50	2.63*	2.74*
Pre-Engineered Building	33.50	2.63*	2.74*
Window Erector	33.50	2.63*	2.74*
Precast Erector	33.50	2.63*	2.74*
Welder	33.50	2.63*	2.74*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.28

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. Any holiday which occurs on Saturday shall be observed the previous Friday.

REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 13.69
1501-3000hrs	22.06
3001-4500hrs	23.26
4501-6000hrs	24.45

7-440

Laborer - Building

04/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

WAGES

GROUP #1: Basic

GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggy and Power Lift

GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour:	07/01/2024
Building Laborer:	
Group # 1	\$ 32.64
Group # 2	32.79
Group # 3	33.04
Group # 4	33.14

Group # 5 34.14
Group # 6 34.14

SUPPLEMENTAL BENEFITS

Per hour:
07/01/2024
All groups \$ 27.30

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 Journeyperson's basic hourly wage.
1st 2nd 3rd 4th
65 % 70 % 80 % 80 %

Supplemental Benefits per hour worked

07/01/2024
Apprentices \$ 27.30

1-190z2B

Laborer - Heavy&Highway

04/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah
Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

WAGES

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, 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, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), 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.

Per hour: 07/01/2024

Heavy/Highway Laborer:

GROUP # A \$ 40.65
GROUP # B 40.85
GROUP # C 41.05
GROUP # D 41.25
GROUP # E 43.15

SHIFT WORK

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.69

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 Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday 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 \$ 28.69

1-190z2H/H

Laborer - Tunnel

04/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

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

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

Per Hour

07/01/2024

Class 1	\$ 47.20
Class 2	49.20
Class 4	51.45
Class 5	43.45

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

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.15

OVERTIME PAY

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

HOLIDAY

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

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.

1-190/157T

Lineman Electrician

04/01/2025

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90

Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder,	
Pipe Type Cable	61.85

Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:

Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder,	

Pipe Type Cable 63.23

Group B:

Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:

Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:

Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

SHIFT WORK

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 %

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A	\$ 30.90
	*plus 7% of the hourly wage paid

Group B	\$ 26.90
	*plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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 Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

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

6-1249a

Lineman Electrician - Teledata

04/01/2025

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).

07/01/2024

01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

01/01/2025

Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour 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

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

04/01/2025

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

A flagger's duties shall consist of traffic control only.

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07

Group B:

Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	30.32

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.

SHIFT WORK

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%

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A	\$ 30.90
	*plus 7% of the hourly wage paid

Group B	\$ 26.90
	*plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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 Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90

*plus 7% of
the hourly
wage paid

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

04/01/2025

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 includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

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

HOLIDAY

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

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

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

6-1249TT

Mason - Building

04/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES

Per hour 07/01/2024

Tile/Marble/Terrazzo

Setter \$ 35.85

Finisher 28.52

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setters \$ 20.01

Journeyman Finishers 19.30

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 500 hours 60%

2nd term 1000 hours 70%

3rd term 1000 hours 80%

4th term 1000 hours 85%

5th term 1000 hours 90%

6th term 1500 hours 95%

Finsher;

1st term 500 HOURS 70%

2ND term 1000 HOURS 80%

3RD term 1000 HOURS 90%

4TH term 1200 HOURS 95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term \$ 12.41

3rd & 4th Term 16.21

5th Term 18.11

6th Term 20.01

Finishers:

1st & 2nd Term \$ 11.76

All others 15.53

12-2TS.2

Mason - Building

04/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin

Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES

Per hour 07/01/2024

Bricklayer/Blocker	\$ 39.24
Cement Mason(Bldg)	39.24
Plasterer/Fireproofing*	39.24
Stone Mason	39.24
Concrete Cutter	39.24
Pointer/Caulker/Cleaner	39.24

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofers on Structural only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 21.63
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

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

Supplemental Benefits per hour worked:

All Terms	\$21.63
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12-2b.2

Mason - Heavy&Highway

04/01/2025

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 12-2h/h on.

WAGES

Per hour

07/01/2024

Mason & Bricklayer	\$ 42.26
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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	\$ 22.43
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

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

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 13.68
All Other	22.43

12-2hh.1

Millwright

04/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025
		Additional
Millwright - Power Generation	\$ 45.00	\$2.50*
* To be allocated at a later date.		

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

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- 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) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. 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 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 27.95*
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*NOTE: Subject to OT premium

OVERTIME PAY

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

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: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14

Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright

04/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Building	\$ 36.00	\$ 3.00*
Heavy & Highway	39.50	3.00*

* To be allocated at a later date.

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

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- On Building projects, 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 an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. 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 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 25.54
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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 that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	21.45
Appr. 3rd year	22.81
Appr. 4th year	24.18

6-1163 Zone 2

Operating Engineer - Building

04/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE:

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

-- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1*: All cranes that require A NYS crane license, tower cranes**(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASS A:

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

CLASS B:

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

CLASS C:

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

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	\$ 53.11	\$ 55.42
Class A	52.62	54.93
Class B	51.60	53.91
Class C	48.70	51.01

(*) TONNAGE RATING PREMIUMS:

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

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

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

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

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

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

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

All cranes 110 tons and under, A1 rate only

(**)Additional \$0.50 per hr on A1 rate for Tower Cranes (no tonnage premiums apply)

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

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

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 32.40	\$ 33.50

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All terms	\$ 27.70	\$ 28.80

1-158 Alb

Operating Engineer - Heavy&Highway

04/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE:

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

--- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASSIFICATION A1*: All Cranes that require a NYS Crane License; tower cranes(including self erecting)**, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASSIFICATION A:

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

CLASSIFICATION B:

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

CLASSIFICATION C:

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

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	\$ 57.90	\$ 60.30
Class A	54.90	57.30
Class B	53.99	56.39
Class C	51.42	53.82

(*) TONNAGE RATING PREMIUMS:

Cranes over 1000 tons, A1 rate plus \$7.00

Cranes from 800-999 tons, A1 rate plus \$6.00

Cranes from 600-799 tons, A1 rate plus \$5.00

Cranes from 400-599 tons, A1 rate plus \$4.00

Cranes from 200-399 tons, A1 rate plus \$3.00

Cranes from 111-199 tons, A1 rate plus \$2.00

Cranes from 65-110 tons, A1 rate plus \$1.50

Cranes from 0-64 Tons, A1 rate only

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

(**) Tower Cranes, A1 rate plus \$3.00 (no tonnage premiums apply)

-- Cranes in Luffer Configuration, A1 rate plus \$5.00

-- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

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

Additional \$2.50 per 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.

SHIFT WORK

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 32.60	\$ 33.70

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All Terms	\$ 27.45	\$ 28.30

Operating Engineer - Survey Crew

04/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief \$ 50.65

Instrument Person 46.54

Rod Person 34.55

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.75

OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

0-1000 60%

1001-2000 70%

2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 \$ 21.53 / PHP \$18.45

1001-2000 24.55 / " 20.45

2001-3000 27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

04/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

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	\$ 29.75
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OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

04/01/2025

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

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

WAGES

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

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

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 55.91	\$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 59.91	\$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.05	\$ 25.90
	+ 9.85*	+ 10.10*

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

04/01/2025

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour: 07/01/2024

Basic Rate (Brush & Roll)	\$ 27.27
Sign Painting	27.27
Lead Based Paint Abatement	27.27
Drywall Taper/ Finisher	28.02
Wallcovering	28.02
Drywall Machine Operator	28.52
Spray	27.77
Parking Lot, Hwy Striping	27.77
Epoxy (Brush-Roller)	27.77
Epoxy (Spray)	27.77
Sandblasting (Operator)	27.77
Boatswain Chair	27.77
Swing Scaffold	27.77
Structural Steel	27.77
(except bridges,tanks,tunnel)	
Coal Tar epoxy	28.77
Asbestos Encapsulation	29.47

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.53

OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
-----	-----	-----	-----	-----	-----

\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00		
SUPPLEMENTAL BENEFITS per hour:							
Painter/Decorator:							
1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00
Drywall Taper/ Finisher:							
1st	2nd	3rd	4th	5th	6th		
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00		

6-31

Painter	04/01/2025
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JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2024	05/01/2025	05/01/2026
		Additional	Additional
Bridge	\$ 43.81	\$ 2.50	\$ 2.50
Tunnel	43.81		
Tank*	41.81		

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 31.39
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OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher	04/01/2025
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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, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
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Journeyworker:	
All classification	\$ 12.79

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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2024
1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:	
1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber

04/01/2025

JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.

Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.

Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.

Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

WAGES

	07/01/2024	05/01/2025	05/01/2026
Per hour:		Additional	Additional
Plumber	\$ 43.65	\$ 3.35*	\$ 3.45*
Steamfitter	43.65	3.35*	3.45*

*To be allocated at a later date

SHIFT WORK

Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
3. 3 consecutive work days or more:
 - First Shift - Regular hourly rate.
 - Second Shift - Regular hourly rate plus 12%.
 - Third Shift - Regular hourly rate plus 18%.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 14.90
 + 17.85**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

OVERTIME PAY

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

*Portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st Term: \$ 14.90
 + 8.35**

All others: \$ 14.90
 + 13.39**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer

04/01/2025

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour: 07/01/2024

Roofer, Waterproofer \$ 34.25

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:

Green Roofing** \$ 0.25

Pitch Removal & Appl. 1.50

Asbestos Abatement 1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK

WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF \$4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.85

Additional contribution 0.75
on any Asbestos Abatement work

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:

Green Roofing**	\$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 19.48
2nd term	21.40
3rd term	24.85
4th term	25.85

Additional contribution \$ 0.75
on any Asbestos Abatement work

6-195

Sheetmetal Worker

04/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour: 07/01/2024

Sheetmetal Worker:

**(under \$10 million) \$ 35.25

**(over \$10 million) \$ 36.25

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 22.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on a 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: One year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th	5th
\$13.53	\$14.60	\$15.66	\$17.77	\$18.84

6-58

Sprinkler Fitter

04/01/2025

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 07/01/2024

Sprinkler \$ 42.00
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 28.82

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15

1-669

Teamster - Building

04/01/2025

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

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, Otego, Unidilla and Worchester.

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

	07/01/2024	07/01/2025
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Group A	\$ 31.44	\$ 34.65
Group B	31.74	34.95

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.58	\$ 29.56
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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.

1-294z2

Teamster - Heavy&Highway

04/01/2025

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, Otego, 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	07/01/2024
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Group #1	\$ 39.75
Group #2	39.81
Group #3	39.90
Group #4	40.03
Group #5	40.19

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

SHIFT WORK

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.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.97
+\$1.00 per*
hour worked

(*) not applicable to paid holidays

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

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

1-294h/h

Welder

04/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

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

WAGES
Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY
1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- | | |
|--------|---|
| (1) | None |
| (2) | Labor Day |
| (3) | Memorial Day and Labor Day |
| (4) | Memorial Day and July 4th |
| (5) | Memorial Day, July 4th, and Labor Day |
| (6) | New Year's, Thanksgiving, and Christmas |
| (7) | Lincoln's Birthday, Washington's Birthday, and Veterans Day |
| (8) | Good Friday |
| (9) | Lincoln's Birthday |
| (10) | Washington's Birthday |
| (11) | Columbus Day |
| (12) | Election Day |
| (13) | Presidential Election Day |
| (14) | 1/2 Day on Presidential Election Day |
| (15) | Veterans Day |
| (16) | Day after Thanksgiving |
| (17) | July 4th |
| (18) | 1/2 Day before Christmas |
| (19) | 1/2 Day before New Years |
| (20) | Thanksgiving |
| (21) | New Year's Day |
| (22) | Christmas |
| (23) | Day before Christmas |
| (24) | Day before New Year's |
| (25) | Presidents' Day |
| (26) | Martin Luther King, Jr. Day |
| (27) | Memorial Day |
| (28) | Easter Sunday |

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:

Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Fuel Delivery

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 04/24/2025

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
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 GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027

NYSDOL Bureau of Public Work Debarment List 04/24/2025

Article 8

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

NYSDOL Bureau of Public Work Debarment List 04/24/2025

Article 8

DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

NYSDOL Bureau of Public Work Debarment List 04/24/2025

Article 8

DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	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	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025

NYSDOL Bureau of Public Work Debarment List 04/24/2025

Article 8

DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****4772	RWLOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPIE NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029

NYSDOL Bureau of Public Work Debarment List 04/24/2025

Article 8

DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHELEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

CONTRACTOR CERTIFICATION ST-220

(For contracts over \$100,000)

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name				For covered agency use only Contract number or description	
Contractor's principal place of business		City	State		
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)				Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number				Covered agency name	
Covered agency address				Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _____ he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _____ he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

**Contractor Certification**(Pursuant to Tax Law Section 5-a, as amended,
effective April 26, 2006)**ST-220-TD**

(4/15)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name

Contractor's principal place of business

City

State

ZIP code

Contractor's mailing address (if different than above)

City

State

ZIP code

Contractor's federal employer identification number (EIN)

Contractor's sales tax ID number (if different from contractor's EIN)

Contractor's telephone number

()

Covered agency or state agency

Contract number or description

Covered agency telephone number

()

Covered agency address

City

State

ZIP code

Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000?

Yes ☐No ☐Unknown at this time ☐**General information**

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826**

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features

**Telephone assistance****Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 – Contractor registration status

- ☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- ☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 – Affiliate registration status

- ☐ The contractor does not have any affiliates.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

- ☐ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
COUNTY OF }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_ he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

(Mark an X in the appropriate box and complete the accompanying statement.)

- ☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): _he is the _____
of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): _he is a _____
of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _he is a duly authorized member of _____
LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____

(Attach **Insurance Certificates** Here)

(Attach **Performance Bond** Here)

(Attach **Payment Bond** Here)

(Attach **Request for Tax Payer Identification Number Form W-9** Here)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
	<div></div>	<div></div>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

General Conditions

Old Forge Dam and Sixth Lake Dam Rehabilitation

Contract No. D012025

State of New York
Hudson River – Black River Regulating District
Albany, New York

June 2025

GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

1.01 DEFINITIONS

Whenever the words herein defined or pronouns used in their stead occur in this Contract, they shall have the meaning given below:

ADDENDUM or ADDENDA shall mean the additional contract provisions issued in writing by the Owner prior to the receipt of bids.

BID shall mean the offer or proposal submitted, signed and sealed, in the form prescribed in the Contract Documents setting forth the prices for the Work to be performed.

BOARD shall mean the Board of Hudson River-Black River Regulating District.

BONDS shall mean any or all of the following: performance, payment, labor and material bonds and other instruments of security furnished by the Contractor and its surety or sureties in accordance with the Contract Documents.

CHANGE ORDER shall mean the formal document incorporating any modifications into the construction contract.

COMPTROLLER shall mean the Comptroller of the State of New York.

CONTRACT shall mean an enforceable agreement entered into by a Contractor and a State agency, and includes any or all of the documents defined as Contract Documents

CONTRACT DOCUMENTS shall comprise the following: the Advertisement, Information for Bidders, Bid, Agreement, General Provisions, Special Provisions, Materials and Performance Sections, Payment Items, Contract Drawings and all interpretations or addenda thereto issued by the Owner, or by the Engineer with the approval of the Owner, and all subsequent modifications and changes issued pursuant to the General Conditions.

CONTRACT DRAWINGS shall mean those plans and drawings that show the scope and character of the Work and are specifically referred to as such in these Documents or in any Addendum or Addenda.

CONTRACTOR shall mean the Party of the Second Part to this Contract or the person, persons, partnership, corporations, or association entering into this Contract for the performance of the Work required by it, and the legal representatives of said party or the agents appointed for said party in the performance of the Work.

DAYS shall mean Calendar Days.

ELEVATION or any abbreviation of the word shall mean the distance in feet above the datum established for the Project.

ENGINEER shall mean the Chief Engineer, or his Designee, of the Hudson River-Black River Regulating District.

FIELD ORDER shall mean a written order issued by the Engineer to the Contractor for the purpose of clarifying or interpreting the Contract Documents, or to authorize a minor change or alteration in the Work which will not result in a change in the Contractor's cost or completion time.

FORCE MAJEURE shall mean an occurrence, event, or effect that cannot be reasonably anticipated or controlled, including, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Consultant or the Board in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented.

INVERT shall mean the inside bottom of a pipe or the surface upon which sewage or water flows along the plan centerline of the completed Work.

MODIFICATION shall mean a written order to the Contractor, signed by the Engineer and the Owner on which is stated the addition, deletion or revision in the Work, together with any adjustment in Contract price or Contract time. One or more modifications may be incorporated into a Change Order for making payments to the Contractor.

OWNER shall mean the Party of the First Part to this Contract or any officers duly authorized to act for said First Party.

OWNER'S REPRESENTATIVE shall mean the employee or agent of the Hudson River-Black River Regulating District designated in writing by the Engineer as its authorized representative.

PROCEED ORDER shall mean a written order issued by the Owner to the Contractor to proceed with certain Work pending the resolution of disputes.

PROJECT shall mean the entire improvement to which the Contract relates.

SPECIFICATIONS shall mean any or all of the following: The Special Provisions, Materials and Performance Sections, Payment Items and any addenda pertaining thereto.

SITE shall mean the area within the Contract Limit Lines, or adjacent areas, designated in writing by the Engineer.

PHYSICAL COMPLETION shall mean the date upon which the Contractor and the Owner's Representative agree that all deficiencies noted on the final inspection have been corrected.

PROVIDE shall mean furnish and install completely, in place, and ready for operation and use.

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, or labor and materials, or labor and equipment, or labor, materials and equipment at the Site.

SUBGRADE shall mean the bottom line or surface to which excavations are necessarily made for purpose of building the Work in accordance with the Contract Drawings, not including the additional depth of excavation required for any special foundation that may be ordered.

SUBMITTAL shall mean any document, data, shop drawing and sample required by the Contract Documents that is to be forwarded by the Contractor to the Engineer for the Engineer's review.

SUBSTANTIALLY COMPLETE shall mean: (1) when the work on a project or area of a project is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Orders agreed to by the parties, so that the Owner can occupy or utilize the project or specified area of the project for the use for which it was intended, and (2) when the Work of the Contract is at least 99 percent complete as evidenced by a list of minor items to be completed with an estimated value equal to or less than one percent of the value of the Contract payments as shown in the current estimates of Work completed.

SUCCESSFUL BIDDER shall mean the Bidder whose Bid appears to meet the requirements of the Contract Documents, and that has been issued a written Notice of Award of Contract from the Owner.

SURETY or SURETIES shall mean the Bondsmen or party or parties who have made secure the fulfillment of the Contract by bond and whose signatures are attached to said bond.

WORK shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the Contract, including additional work.

WRITTEN NOTICE. The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Written notice shall be deemed to have been duly served if (1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or (2) if delivered in person at the last business address known to him who gives the notice, or (3) if sent by registered mail, certified mail, or telegraph to the last business address known to him who gives the notice.

GENERAL CONDITIONS

SECTION 2 – PERFORMANCE OF WORK

2.01 PERMITS, LAWS AND REGULATIONS

Where the Owner is required to obtain permits for the Project, the permits have been or will be obtained and are noted in the Special Provisions. The Contractor shall acquire or secure all other necessary permits from the County, State, municipal or other public authorities; shall give all notices required by the law or municipal ordinances and shall pay all fees and charges incidental to the due and lawful execution of the Work done under this Contract.

The Contractor shall keep itself fully informed of all laws, ordinances, regulations, and applicable codes affecting those engaged or employed in the Work, or the materials used in the Work, or affecting the conduct of the Work, and of all orders, decrees and instructions of bodies or tribunals having jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such law, ordinance, regulation, codes, order, decree, or instruction, it shall forthwith report the same in writing to the Engineer.

The Contractor shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, codes, orders, decrees and instructions.

2.02 CARE AND PROTECTION OF THE WORK

From the commencement of Work until the acceptance of the Work, the Contractor shall be solely responsible for the care of the Work covered by the Contract and for the materials, supplies and equipment delivered at the Site intended to be used in the Work; and all injury or damage to the same from whatever cause, shall be made good at its expense. The Contractor shall provide suitable means of protection for and shall protect all materials intended to be used in the Work, all Work in progress, and all completed Work. The Contractor shall take all necessary precautions to prevent injury or damage to the Work by flood, fire, freezing or from inclemency of the weather.

The Contractor shall neither load nor permit any part of a structure to be loaded with weights that will endanger the structure, and shall not subject any part of the Work to stresses or pressures that will endanger it.

2.03 CLEANING STRUCTURES AND SITE

As the Work progresses, the Contractor shall remove all unused materials, tools, equipment and machinery, waste materials, rubbish, refuse and other debris from the Site and see to it that the Site is at all times left in a neat and orderly condition.

At the completion of the Work, the Contractor shall promptly remove all construction tools, equipment and machinery, surplus materials, waste materials, rubbish, refuse and other debris from the Site and leave the Site in a neat and orderly condition. The Contractor shall also see to it that all pipelines, buildings, and other structures are left in a bright, polished, and new-appearing condition.

Whenever the Contractor neglects its responsibilities as set forth above, or neglects the repairing of streets, roadways, passageways or areas, or the repairing of fences or damages, the Engineer will give notice to that effect to the Contractor. If the Contractor does not upon receipt of such notice take steps to correct the neglected situation, the Owner may do so, and the expense thereby incurred shall be deducted from any monies due or that may become due to the Contractor.

If a dispute arises between the separate Contractors as to their responsibilities for cleaning up, etc., as required above, the Owner may do such work as it deems appropriate and charge the cost thereof to the several Contractors as it shall determine to be just.

2.04 PUBLIC WATER

Where the public water supply is owned or controlled by a private company, corporation or individual or municipality, the Contractor or, where there is more than one Contractor on the Project, the General Contractor shall make such arrangements for service with the owners thereof as it requires.

2.05 SANITARY REGULATIONS

Sanitary conveniences in sufficient numbers and convenient locations for the use of all persons employed on the Work, properly screened from public observation, shall be provided, maintained, and removed by the Contractor. The contents of the same shall be removed and disposed of in a satisfactory manner by the Contractor. The Contractor shall rigorously prohibit the committing of nuisances within, on, or about the Work.

The Contractor and each Subcontractor shall supply sufficient drinking water to all of its employees.

The Contractor shall also obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary.

2.06 FIELD CONTROL OF THE WORK

All work shall be constructed in accordance with the lines, grades and elevations shown on the Contract Drawings or as given by the Engineer in the field. The Contractor shall be fully responsible for maintaining alignment and grade.

Control lines and elevations will be established by the Engineer. The Contractor shall, without additional compensation, provide all stakes, grade boards, cleats, nails, and such other materials and give such assistance to the Engineer as may be required to establish control lines and elevations. The Contractor shall inform the Engineer in writing, a reasonable time in advance of the times and places at which it intends to do work, so that control lines and elevations may be established with a minimum of inconvenience to the Engineer or delay to the Contractor.

The Contractor shall protect and safeguard all points, stakes, grade marks, monuments, and bench marks at the Site of the Work, and shall re-establish, at its expense, any marks which are removed or destroyed due to construction operations. The Contractor shall bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting marks, or to removing, without the Engineer's written approval, any such established points, stakes, or marks.

2.07 LAND AVAILABLE TO CONTRACTOR

The Owner will furnish not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Land and easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner.

The Contractor shall provide, at its expense, all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

The Contractor shall confine its operations to such portions of the property of the Owner, and to the rights-of-way or easements acquired for the Work. Private property adjacent to the Work shall not be entered upon or used by the Contractor for any purpose whatsoever without the written consent of the owner thereof.

All Work in connection with the Contract within or bordering on private or public property shall be conducted in such manner as will cause the minimum inconvenience and disturbance to it. No excavated materials or supplies of any kind shall be stored on private or public premises without the Owner's consent, and all walks or driveways shall be kept open to uninterrupted passage.

The Contractor shall, at its expense whenever so required, erect and maintain fences along the roadways and around the grounds occupied by it, and such fences shall be sufficient for the protection of the adjoining property and all persons lawfully using the same.

2.08 TRAVEL NOT BE OBSTRUCTED

The Contractor shall not allow travel upon any street, park, roadway, or alley to be hindered or inconvenienced needlessly, nor shall the same be wholly obstructed without the written permission of the owner thereof. Upon receipt of such permission the Contractor shall cause plain and properly worded signs announcing such fact to be placed, with proper barricades, at the nearest cross streets, upon each side of such obstructed portion, where travel can pass around the same in the shortest and easiest way.

The driveways to and from all fire department buildings and those required by all manufacturing plants, industrial establishments, and other business concerns for the proper continuance of their commerce shall be kept open and maintained in passable condition at all times unless modified by agreement by the Contractor with the property owner. The Contractor shall give reasonable notice to the owners of all private ways before interfering with them.

The Contractor shall give reasonable written notice to police, bus, fire, ambulance, and school bus departments before any restricted travel is allowed.

2.09 COLLATERAL WORK

During the progress of the Work the Owner reserves the right to award other contracts relating to the Project or for work on sites adjoining or adjacent to that on which the Work covered by this Contract is to be performed. The Contractor shall afford the other contractors who are parties to such contracts reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate its Work with theirs.

The Contractor shall keep itself informed of the progress and the detail work of other contractors and shall notify the Engineer immediately in writing of lack of progress or defective workmanship on the part of other contractors where such delay or such defective workmanship will interfere with its own operations. Failure of a Contractor to keep informed of the Work progressing on the Site or failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by it of the status of the Work as being satisfactory for proper coordination with its own Work.

The Contractor shall do all cutting, fitting, and patching for its Work that may be required to make its several parts come together properly and fit it to receive or be received by the work of others. The Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their work, except with the written consent of the other contractor and the Engineer.

If the performance of additional Work is undertaken by other contractors, and if the Contractor believes that the performance of such additional Work will cause it additional expense or will entitle it to an extension of time, the Contractor may make a claim therefor as provided for herein.

The Contractor agrees that it has and will make no claim for damages against the Owner by reason of any act or omission to act by any other contractor or in connection with the Engineer's or Owner's acts or omissions to act in connection with such other contractor, but the Contractor shall have a right to recover such damages from the other contractors, under a provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

Should any other contractor, having or who shall hereafter have a contract with the Owner relating to the Project or in connection with the Work on sites adjoining or adjacent to that on which the Work covered by this Contract is to be performed, sustain any damage through any act or omission of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and he further agrees to defend, indemnify, and save harmless the Owner from all claims for such damages.

2.10 FURNISHING AND USE OF CONTRACT DOCUMENTS

Unless otherwise stated in the Special Provisions, the Contractor will be furnished, free of charge, three copies of the Contract Documents, including three sets of reduced and three sets of full-size Contract Drawings where drawings have been reduced. Additional sets will be furnished to the Contractor, but only to the limit of availability. Any other copies of the Contract Documents which the Contractor may desire can be obtained by it from the Engineer at the cost off duplication thereof.

The Contractor shall keep at least two copies of the Contract Documents at the Site of the Work and shall at all times provide the Engineer, and other representatives of the Owner, access thereto. One copy shall be available for ready reference and the other shall be used for record purposes.

2.11 RECORD DRAWINGS

The copy of the Contract Drawings provided to the Contractor for record purposes in accordance with the General Conditions, shall be annotated by the Contractor to record all changes made during the construction process. Said copy shall be available to the Engineer and shall be delivered to the Owner by the Contractor upon completion of the project.

2.12 INTERPRETATION OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.

Upon his own initiative or the Contractor's written request, the Engineer may issue written interpretation or drawings necessary for the proper execution or progress of the work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.

The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Anything shown on the Contract Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned, respectively, in both.

2.13 ACCESS TO SITE

The Contractor, his subcontractors and their employees shall not have access to or be admitted into any area of the premises outside the site except with the written permission of the Engineer.

2.14 SLEEVES, INSERTS, CHASES AND OPENINGS

Where there is more than one contractor on a project, the General Contractor shall install in new floors, roofs, walls and other structures constructed by it all sleeves, inserts, chases, and openings to fit its own Work and that of other contractors. The sleeves and inserts shall be provided by the installers of the pipes, ducts, conduits, and related equipment shall be placed by the General Contractor as directed by the installers of the pipes, ducts, conduits and related equipment. It is the responsibility of the General Contractor to give other contractors reasonable notice as to when items provided by the other contractors will be placed in the Work.

Patching and finishing around the pipes, ducts, conduits, and related equipment after installation shall be by the same Contractor or Contractors installing the pipes, ducts, conduits, and related equipment.

Where sleeves, inserts, chases, or openings are required in existing floors, roofs, walls, and other structures, they shall be installed by the same Contractor or Contractors installing the pipes, ducts, conduits, and related equipment.

2.15 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

The Contractor shall make said improvements and conduct the Work in compliance with all laws of the United States and the State of New York and the ordinances of the town in which the Work is located and the lawful direction of the officers, agents and representatives of the United States, State or Town.

2.16 INVALID PROVISIONS

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

2.17 APPLICABLE STANDARDS

Reference to codes, manuals or standard specifications of any technical society, organization or association or to the code of any governmental authority, whether such reference be specified or implied, shall mean the latest code, manual or standard specification in effect at the time of opening of the Bids, except as may be otherwise specifically provided in the Contract Documents.

However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

2.18 MAINTENANCE AND DISRUPTION OF UTILITIES

The Contractor shall, at its expense, provide for and maintain all utilities, above or below ground, that may be met with during the progress of the Work. The Contractor shall not allow the contents of any utility pipeline to flow or otherwise enter trenches, excavation areas, or areas of the Work to be constructed under the Contract, and shall, at its expense, immediately remove from the vicinity of the Work and properly dispose of all offensive matter.

The Contractor shall notify the superintendent of any and all utility and all parties being served by the lines of such utility 72 hours in advance concerning time and duration of a shut-off or disruption of service.

The repairs of an accidental break in any utility line caused by the Contractor or a Subcontractor during the progress of the Work; shall have priority over all other operations. The parties whose services are affected by the break in service shall be notified at once. The Contractor shall provide the necessary work and assistance needed to repair the break and reestablish service of the utility line. Such work shall be at the Contractor's expense.

GENERAL CONDITIONS

SECTION 3 – TIME PROVISIONS

3.01 TIME FOR COMPLETION AND RATE OF PROGRESS

It is hereby understood and mutually agreed by and between the Contractor and Board, that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are ESSENTIAL CONDITIONS of the contract; and is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said Work shall be prosecuted regularly, as nearly uniform as practicable, diligently, and in an uninterrupted manner at such rate of progress as will insure full completion thereof within the time specified, or before such later date to which the Time for Completion may have been extended by the Owner. It is expressly understood and agreed by and between the Contractor and Board, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in the locality.

3.02 CHANGE OF TIME FOR COMPLETION

No changes in the Time for Completion of the work covered by the approved contract documents shall be made without having prior written approval of the Engineer. Any claim for an extension of the Time for Completion must be in writing and delivered to the Engineer within 15 days of the event giving rise to the claim.

3.03 EXTENSION OF TIME FOR COMPLETION

If the Contractor is obstructed or delayed in the prosecution or completion of the Work by the neglect, delay or default of any other contractors for adjoining or contiguous work, or by any damage that may happen thereto, by the unusual action of the elements, or by the abandonment of the Work by the employees in a general strike, or by any delay on the part of the Owner or Engineer doing work or furnishing materials, the Contractor shall have no claim for damages against the Owner or Engineer for any such cause or delay, but he may in such case be entitled to an extension of time specified herein for the completion of the Work.

Any application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the Work, the date upon which each such cause of delay began and ended, and delay attributable to each of such causes. The Contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay that the Owner may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of this Section.

The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the Work as determined by the Owner irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or omission of the Contractor or of its subcontractors or materialmen, and would of itself (irrespective of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

3.04 FORCE MAJEURE

Neither the Contractor nor the Board shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Contractor shall provide the Board with written notice of any force majeure occurrence as soon as the delay is known.

GENERAL CONDITIONS

SECTION 4 – SURFACE AND SUBSURFACE CONDITIONS

4.01 PROTECTION, EXISTING STRUCTURES

The Contractor shall protect adjacent and other property or premises from damage of any kind during the progress of the Work and shall erect and maintain guards around its Work in such a way as to afford protection to the public at its expense. The Contractor shall be held responsible for improper, illegal, or negligent conduct of itself, its subcontractors, employees and agents in and about said Work or in the execution of the Work covered by this Contract.

The Contractor shall, at its expense, sustain in their places and permanently protect from direct or indirect injury any and all pipelines, subways, pavements, sidewalks, curbs, railways, buildings, trees, poles, wells, and other property in the vicinity of its Work, whether over- or underground, or that appear within the trench or excavations, and it shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.

The Contractor's liability shall also include the damage or injury sustained by any structure whatsoever due to settlement of trenches or excavations or to settlement or lateral movement of the sides of such trenches or excavations, whether such movement occurs during or after excavation or backfilling of such trenches or excavations. The Contractor's liability to so support and protect all such structures from damage or injury shall continue, without limitation, throughout the Contract period and during the period of guarantee.

The Contractor shall have suitable and sufficient material on site, and shall use the same as may be necessary or required for sustaining and supporting any and all such structures which are uncovered, undermined, weakened, endangered, threatened, or otherwise materially affected at all times.

In case injury occurs to any portion of a pipeline or structures or to the material surrounding or supporting the same, through blasting or similar operations, the Contractor shall immediately notify the Engineer, and, at its expense, shall remove such injured Work and shall rebuild the pipeline or structure and shall replace the materials surrounding and supporting the same, or shall furnish such material and perform such work of repairs or replacements as the Engineer may order. Any damage whatsoever shall be promptly, completely, and satisfactorily repaired by the Contractor at its expense.

4.02 EXISTING SUBSURFACE STRUCTURES

(a) General

Certain existing subsurface structures likely to be encountered during the performance of the Work embraced in this Contract or located in close proximity to the Work hereunder require special precautions and methods for their protection. The approximate sizes, locations, and depths of known sewers, drains, water mains, and conduits, together with appurtenances, are shown on the Contract Drawings.

It is the obligation of the Contractor to verify the accuracy and completeness of the information shown, and the Contractor agrees that it shall neither have nor assert against the Owner or Engineer any claim for damages or relief from any obligation of this Contract by reason of the inaccuracy, inadequacy, incompleteness, or other deficiency of the information given or the failure to furnish additional or further information in the possession of the Owner or Engineer, except as set forth in subsection (b) and (c) below.

Where an existing subsurface structure such as a sewer, drain, gas pipe, water pipe, conduit, or other structure is found which is not anticipated by the Contract Documents or which is found to be materially different in size, location, or depth from that anticipated by the Contract Documents, the Contractor shall immediately notify the Engineer, and also the superintendent of the utility, before disturbing the structure.

If ordered by the Engineer, such structure shall be uncovered and supported by the Contractor, at its cost and expense, as constituting a part of the Contract, and the Contractor shall not become entitled to claim any damages for or on account of the presence of such structure or the uncovering and supporting of same.

(b) Existing subsurface structures which require changes in the Work of the Contract.

The Engineer will determine whether changes should be made in the Contract Documents for construction of the Work of the Contract to avoid the subsurface structure, whether the Work of the Contract can proceed without changes in the Contract Documents, or whether the structure should be removed, realigned, or changed.

Any increase or decrease in cost of the Work resulting from any changes in the Contract Documents necessitated by the need to avoid a subsurface structure will be adjusted in the manner provided herein for changes in Contract amount.

(c) Existing subsurface structures which require changes in the existing structure.

Where the size, location, or depth of the existing subsurface structure has been anticipated and the Contract Documents require removal, realignment, or change, all Work under this Contract shall be done in accordance with the Contract Documents in mutual cooperation with the utility or other parties concerned.

Where the presence of the subsurface structure or its size, location, or depth is not anticipated by the Contract Documents, any work by the Contractor required to remove, realign, or change the structure shall be done under the provisions for changes in the Work for the removal, realignment, or change and shall be done as mutually agreed by the Contractor, Engineer, and utility or other parties concerned.

(d) Interruption of Service

Where it is necessary to interrupt water, gas, or other public utility service to remove, realign, or change a subsurface structure, the Work shall proceed with expedience and shall be continuous after interruption of service until completion of the removal, realignment, or change and return of the utility service to its normal state.

4.03 SURFACE AND SUBSURFACE INFORMATION

Certain surface and subsurface information may be shown on separate sheets or otherwise made available by the Owner or Engineer to Bidders, Contractors, and other interested parties. Neither such information nor the documents on which it may be shown shall be considered a part of the Contract Documents or Contract Drawings, it being understood that such information is made available as a convenience, without express or implied representation, assurance, or guarantees that the information is adequate, complete, or correct, or that it presents a true representation of surface and subsurface conditions to be encountered, or that all pertinent surface and subsurface information in the possession of the Owner or Engineer has been furnished.

4.04 SURFACE AND SUBSURFACE CONDITIONS FOUND DIFFERENT

Reference is made to the Information for Bidders Section of these Contract Documents and the obligations of the Contractor to perform all necessary surface and subsurface investigations prior to bidding. Furthermore, the Contractor shall not be entitled to rely upon the subsurface investigation performed by the Owner or the Engineer. In the event that the Contractor encounters surface and subsurface conditions that differ significantly and substantially from those shown on, described, or indicated in the Contract Documents and that could not have been reasonably foreseen or anticipated from the information made available by the Owner or the Engineer or from an appropriate investigation, inspection and examination by the Contractor (including subsurface investigation) or from a full and complete study and evaluation by the Contractor of all information available to the Contractor, the Contractor shall give notice to the Engineer of such conditions immediately and before they are disturbed. The Engineer will thereupon promptly investigate the conditions.

The Engineer will determine whether changes should be made in the Contract Documents for work necessary to complete construction of the Work resulting from conditions that differ significantly and substantially from those that should have been reasonably foreseen or anticipated by the Contractor.

Any increase or decrease of cost resulting from any such change in the Contract necessitated by reason of such latent subsurface conditions shall be adjusted in the manner provided herein for changes in Contract amount.

4.05 PROTECTION OF UTILITIES

The removal, replacement, support, or other handling of private and public utilities coming within the lines of the Work shall be accomplished by the Contractor at its expense in accordance with arrangements satisfactory to the owner or operator of the utility involved. The Contractor, at its expense, shall remove, replace, or support all utilities as required.

The Contractor shall not permit nor cause any hindrance to or interference with an individual, agency, authority,

municipal department, public service corporation, or other company or companies in protecting its or their mains, pipes, poles, posts, or other structures, nor in shifting, removing, or replacing the same. The Contractor shall allow said individual, agency, department, company, or companies to take all such measures as they may deem prudent to protect their structures.

4.06 REPLACEMENT OF PROPERTY

The Contractor shall replace all pavement, driveways, fences, shrubs, lawns, trees, and any other public or private property damaged as a result of the Work under this Contract. All such replacement shall be done in accordance with the applicable specifications and no separate or additional payment will be made unless specifically provided for in the Payment Items. In all cases said replacement shall be at least equal to the original conditions.

GENERAL CONDITIONS

SECTION 5 – OWNER’S STATUS

5.01 OWNER’S RIGHT TO SUSPEND WORK

If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments for labor, materials or equipment, or if other good cause exists, the Owner may order the Contractor to suspend the Work or any portion thereof until the cause for such order has been eliminated.

The Owner reserves the right to suspend all or part of the Work for the period of time, and for each and every occurrence necessary to facilitate reservoir operation, including due to the Owner’s need to store of water, release water, rapidly or significantly raise or lower the elevation of the reservoir, or for any other purpose consistent with its statutory obligation to provide river regulation, without compensation to the Contractor.

Should the Board be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Board may determine will compensate for time lost by such delay with said determination to be set forth in writing.

Owner may order the Contractor to suspend the Work or any portion thereof until the cause for such order has been eliminated.

This right of the Owner to suspend the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party. The Contractor shall have no claim or damages against the Owner for any delay due to such suspension of Work, provided, however, that in case of the suspension of Work due to circumstances beyond the control of the Contractor, the time within which the Contractor is required to complete the Work, shall be extended by as many calendar days as the Work was suspended. Such extended time of completion shall be the Contractor’s only compensation for the suspension of the Work as above provided.

Upon thirty days’ written notice to the Contractor and the Engineer, the Owner may without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such event, the Contractor shall be paid for Work executed and expense sustained plus a reasonable profit.

5.02 CONTRACTOR’S DEFAULT

In addition to those instances provided in other sections of this Contract, the Owner shall have the right to declare the Contractor in default of the whole or any part of the Work if:

- (a) The Contractor files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, liquidation, dissolution, or similar relief for itself under any statute, law, or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Contractor, or of all or any substantial part of its properties or assets, or shall make any general assignment for the benefit of creditors, or shall admit in writing to inability to pay its debts generally as they become due, or if
- (b) A petition is filed against the Contractor seeking any reorganization, arrangement, liquidation, dissolution, or similar relief under any statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of thirty days (whether or not consecutive); or if
- (c) Any trustee, receiver, or liquidator of the Contractor or of all or any substantial part of its properties or assets is appointed without the consent or acquiescence of the Contractor and such appointment shall remain unvacated or unstayed for an aggregate of thirty days (whether or not consecutive); or if
- (d) A receiver or receivers are appointed to take charge of the Contractor’s property or affairs; or if

- (e) The Contractor fails to commence work when notified to do so by the Owner; or if
- (f) The Contractor abandons the Work; or if
- (g) The Contractor refuses to proceed with the Work when and as directed by the Owner; or if
- (h) The Contractor without just cause reduces its working force to a number which, if maintained, would be insufficient, in the opinion of the Owner to complete the Work in accordance with the approved time progress schedule, and fails or refuses to sufficiently increase such working force when ordered to do so by the Owner; or if
- (i) The Contractor sublets, assigns, transfers, conveys, or otherwise disposes of the Contract other than as permitted by the Contract; or if
- (j) The Owner is of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts; or if
- (k) The Owner is of the opinion that the Work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended provided however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the Contractor's control; or if
- (l) The Work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if
- (m) The Owner is of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
- (n) The Owner is of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms.

Before the Owner shall exercise its right to declare the Contractor in default by reason of the conditions set forth in the above items a, e, f, g, h, j, k, l, m and n, it shall give the Contractor three working day's notice of its intention to declare the Contractor in default and unless, within such three day period, the Contractor shall make arrangements satisfactory to the Owner to correct or eliminate the conditions set forth in the Owner's aforesaid notice, the Contractor may be declared in default at the expiration of such three-day period or at the expiration of such longer period of time as the Owner may determine.

The right to declare in default, for any of the reasons specified or referred to, shall be deemed exercised by the Owner by sending the Contractor a written notice setting forth the reason or reasons upon which such default is declared. Upon receipt of notice that it has been declared in default, the Contractor shall immediately discontinue all further operations under the Contract and shall immediately quit the Site, leaving untouched all plant, materials, equipment, tools and supplies then on Site except as the Owner may otherwise direct.

The Owner, after declaring the Contractor in default, may then have the Work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools, and supplies remaining on the Site, and also such subcontractors as it may deem advisable, or it may call upon the Contractor's surety at its expense to do so.

In the event that the Owner declares the Contractor in default of the Work or any part of the Work, the Contractor, in addition to any other liability to the Owner hereunder or otherwise provided for or allowed by law, shall be liable to the Owner, firstly, for any costs, including legal fees and expenses, the Owner incurs for additional advisory and engineering services necessary, in its opinion, because of the default and, secondly, for the total amount of liquidated damages from the date when the Work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the Work, both of which items shall be considered as expenses incurred by the Owner in completing the Work and the amount of both of which may be charged against and deducted out of such monies as would have been payable to the Contractor or his surety if the Work had been completed without default.

If the Owner completes the Work, the Engineer shall issue a certificate stating the expenses incurred in such completion, including the cost of reletting. Such certificate shall be final, binding, and conclusive upon the Contractor, its surety, and any person claimed under or through the Contractor as to the amount of such expenses.

The expense of such completion, as certified by the Engineer, shall be charged against and deducted out of such monies as would have been payable to the Contractor if he had completed the Work; the balance of such monies, if any, subject to the other provisions of the Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such completion, as certified by the Engineer, exceed the total sum which would have been payable under the Contract if the same had been completed by the Contractor, such excess shall be paid by the Contractor to the Owner upon demand.

In the event the Owner shall determine to complete the Work without calling upon the Contractor's surety to do so, the Contractor shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said Work shall be wholly completed and accepted by the Owner.

In case the Owner shall declare the Contractor in default as to a part of the Work, the Contractor shall discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the Owner may engage to complete the Work as to which the Contractor was declared in default.

The provisions relating to declaring the Contractor in default as to the entire Work shall be equally applicable to a declaration of partial default, except that the Owner shall be entitled to utilize for completion of the part of the Work as to which the Contractor was declared in default such plant, materials, equipment, tools, and supplies as the Owner may direct.

In completing the whole or any part of the Work, the Engineer and the Owner shall have the power to depart from or change or vary the terms and provisions of the Contract, provided, however, that such departure, change or variation be made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Engineer's certificate of expense to any action or recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

5.03 RIGHT OF THE BOARD TO TERMINATE CONTRACT

The Board of Hudson River - Black River Regulating District reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Hudson River - Black River Regulating District may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the Board may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violations or delay shall cease and satisfactory arrangement or correction be made, the Contract shall upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Board shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Board may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Board for any excess cost occasioned by the Board thereby, and in such event the Board may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

The Executive Director may terminate this contract whenever 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 terminations 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 costs actually incurred by the Contractor, subcontractors, and subcontractors or their suppliers up to the effective date of such termination, and
- (b) The cost of settling and paying claims, provided the concurrence of the Contracting Officer is obtained prior to

agreeing to any such settlement, 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 item (a) above, and

- (c) An amount determined by adding to the amount of the costs under item (a) above a sum equal to 20% thereof, provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article 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 progress payments shall be offset against any payment which the State makes to the Contractor as a result of such termination.

Upon thirty days' written notice to the Contractor and the Engineer, the Owner may without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such event, the Contractor shall be paid for Work executed and expense sustained plus a reasonable profit.

5.04 AUDITS AND RECORDS

The Board, the Comptroller of the State of New York, or their representatives shall have the right to examine all books, records, documents, and other data of the Contractor, subcontractors, materialmen or suppliers relating to the bidding, pricing, or performance of this contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

Contractor, subcontractors, materialmen, or suppliers shall maintain for inspection, audit, or reproduction records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all actual time devoted and costs incurred for the performance of this Contract for a period of six (6) years from the date of final payment under this Contract.

5.05 NO WAIVER OF RIGHTS

Neither the review by the Engineer, Owner, or any of its employees, nor any order of the Owner for payment of money, nor any order, measurement or certificate by the Engineer, nor payment for, nor acceptance of the whole or any part of the Work by the Engineer or Owner, nor any extension of time, nor any possession taken by the Owner or employees shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided, no waiver of any breach of this Contract to the Owner shall be construed as cumulative, i.e., in addition to each and every other remedy herein provided. The Owner shall have any and all equitable and legal remedies which it would in any case have.

GENERAL CONDITIONS

SECTION 6 – INSPECTION OF WORK

6.01 OWNER'S REPRESENTATIVE

The Owner's Representative shall be an individual designated by, and under the supervision of, the Engineer. The Owner's Representative shall observe the progress and quality of executed Work and review the same for substantial compliance with the Contract Documents. Review by the Owner's Representative shall not relieve the Contractor of its obligation or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Review of any portion of the Work by the Owner's Representative shall not relieve, supersede or dilute the Contractor's obligations to perform the Work in conformance with all Contract requirements or to complete the Work in substantial compliance with the Contract Documents.

6.02 ENGINEER'S AUTHORITY

The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relations to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plan or drawings where the same may be found obscure or be in dispute. Any differences or conflicts concerning their work, which may arise between the Contractor under this Contract and other contractors performing work for the Board, shall be adjusted and determined by the Engineer.

6.03 REVIEW AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate review and testing in accordance with accepted standards and the provisions of the Contract Documents.

6.04 ACCESS TO WORK

The Owner, its Engineers, Representatives, Agents, other employees, and representatives of State and Federal regulatory agencies shall for any purpose, and any other parties who may enter into contracts with the Owner for doing work in the territory covered by this Contract shall, for all purposes which may be required by their contracts, have access to the Work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor. The Contractor shall, whenever so requested, provide the Engineer access to the proper invoices, bills of lading, etc., and shall provide scales and assistance for measuring and testing any of the materials.

6.05 COVERING OF WORK

No backfilling or covering of underground Work or covering of Work in structures shall be done without written authorization by the Engineer. Any Work backfilled or covered without such authorization shall be excavated or uncovered to such extent as directed by the Engineer, or removed and replaced by the Contractor, at its expense.

GENERAL CONDITIONS

SECTION 7 – CONTRACTOR'S STATUS

7.01 CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified necessary or proper to perform and complete all Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract and any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on, and complete the entire Work to the satisfaction of the Owner.

7.02 REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents and warrants:

- (a) That it is financially solvent and that it is experienced in and competent to perform the type of Work or to furnish the plant, materials, supplies or equipment, to be so performed or furnished by it; and
- (b) That it is familiar with all Federal, State, County and Municipal laws, ordinances, and regulations which may in any way affect the Work or those employed therein including, but not limited to, any special acts relating to the Work or to the project of which it is a part; and
- (c) That such temporary and permanent Work required by the Contract Documents as is to be done by it can be satisfactorily constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and
- (d) That it has carefully examined the Contract Documents and the Site of the Work and that, from its investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials and structures likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other materials which may in any way affect the Work or its performance.

7.03 CONTRACTOR'S SUPERVISION

The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor shall be responsible for the acts of its agents, superintendents, and employees during the life of the Contract.

The Contractor will designate in writing a competent supervisor for the Work to represent the Contractor at the site at all times with authority to act for the Contractor, and who shall see that the Work under the Contract is executed in accordance with the Contract Documents. All directions given the Contractor's Representative shall be as binding as if given to the Contractor.

Should the Engineer deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

7.04 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Board relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said

Contractor at the address given in the Bid, or delivered in person to said Contractor or his authorized representative at the Contractor's office at or near the site of the Work.

7.05 CONTRACTOR'S EMPLOYEES

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall, at all times, maintain good discipline and order at the Site.

7.06 CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR INJURIES TO PERSONS OR DAMAGE TO PROPERTY

The Contractor shall be solely responsible and liable for the safety and protection of property, including but not limited to, the premises, its appurtenances and equipment and for the safety and protection of all persons including, but not limited to, the employees of the Owner, Engineer, Contractor, or subcontractors. The Contractor shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property occurring on account of the Work under this Contract, whether or not due to the negligence, fault, or default of the Contractor, its officers, employees, or agents, or of a subcontractor, its officers, employees, or agents.

The liability of the Contractor under this Contract shall be absolute and shall not be dependent upon any question of negligence on its part or on the part of its officers, agents, servants, or employees. Neither the approval by the Owner or its representatives of the methods of doing the Work, nor the failure of the Owner or its representatives to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the Owner or its representatives to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor from its obligations hereunder in case of any such injury to person or damage to property.

The provisions of this paragraph are intended for the sole benefit and protection of the Owner and shall not create any cause of action in favor of any person, corporation or entity, other than the Owner.

7.07 CONTRACTOR'S DUTY OF INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the State, Owner and the Engineer, their officers, employees and agents, against all liability, judgments, costs of every name and description relating to performance of this contract during its prosecution and until the acceptance thereof, damages and expenses, including reasonable attorneys' fees, upon any claims for injuries to, or death of, any persons or damage to any property occurring on account of the Work hereunder, whether such damages or injuries to be attributable to the negligence of the Contractor, its officers, employees, agents, the Owner, Engineer, or others.

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the Owner and the Engineer against all liability judgments, costs, damages, and expenses, including reasonable attorney's fees, upon all claims relating to labor and material furnished in connection with the Work hereunder or on account of the failure, omission, or neglect of the Contractor or its Subcontractors, its officers, employees, or agents to do or perform any of the covenants, acts, matters, or other duties required by this Contract.

7.08 CLAIMS

If the Contractor claims (1) that any work it has been ordered to do is additional work or (2) that it has performed or is going to perform additional work or (3) that any action or omission of the Owner or the Engineer is contrary to the terms and provisions of the Contract, it shall:

- (a) Promptly comply with such order;
- (b) File with the Owner and the Engineer within fourteen working days after being ordered to perform the Work claimed by it to be extra work or within fourteen working days after commencing performance of the extra work, whichever date shall be the earlier, or within fourteen working days after the said action or omission on the part of the Owner or the Engineer occurred, a written notice of the basis of its claim and a request for a determination thereof;
- (c) File with the Owner and the Engineer, within thirty calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be earlier, or said alleged action

or omission by the Owner or the Engineer occurred, a verified detailed statement, with documentary evidence, for the items and basis of his claim;

- (d) Produce for the Owner's examination, upon notice from the Owner, all of the Contractor's and its subcontractors' (of any tier) books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks, and canceled checks showing all of its actions and transactions in connection with, or relating to, or arising by reason of, its claim, and submit it, persons in its employment, and persons in its subcontractor's employment for examination under oath by any person designated by the Owner to investigate any claims made against the Owner under the Contract, such examination to be made at the offices of the Owner or the Owner's agent;
- (e) Proceed, prior to and subsequent to the determination of the Owner with respect to any such disputed matter, with the performance of the Contract diligently and in accordance with all instructions of the Owner and the Engineer.

The Contractor's failure to comply with any or all of the foregoing provisions of this Section shall be deemed to be: (1) a conclusive and binding determination on its part that said order, work, action, or omission does not involve additional work and is not contrary to the terms and provisions of the Contract; and (2) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission.

No person shall have power to waive or modify any of the foregoing provisions. In any action against the Owner to recover any sum in excess of the sum certified by the Owner to be due under or by reason of the Contract, the Contractor must allege in its complaint and prove at the trial compliance with the provisions of this Section.

The Contractor agrees that it shall neither have nor assert against the Owner or Engineer any claim for damages for additional work or otherwise or for the relief from any obligation of this Contract based upon the failure by the Owner or Engineer to obtain or to furnish additional surface and subsurface information or to furnish all surface and subsurface information in the Owner's or Engineer's possession or based upon any inadequacy or inaccuracy of the information furnished; provided, however that the Contractor may be entitled to an adjustment in the contract price under the circumstances and to the extent provided in the General Conditions.

Nothing in this Section shall in any way affect the Owner's right to obtain an examination before, or a discovery and inspection in, any action that might be instituted by, or against, the Owner or the Contractor.

7.09 NO CLAIMS AGAINST INDIVIDUALS

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the Owner for, or on account of anything done, omitted, or omitted but to be completed in connection with the Contract.

7.10 SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and any other persons who may be affected thereby.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of public bodies having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, including, without limitation, the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall erect and maintain as required by the conditions and the progress of the Work, all necessary safeguards for safety and protection and shall comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.

The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in advance in writing by the Contractor to the Owner.

The Contractor shall keep upon the Site, at each location where Work is in progress, a completely equipped first-aid kit and stretcher and shall provide ready access thereto at all times when personnel are employed on the Work.

The Contractor shall be responsible for the safety, efficiency, and adequacy of its plant, appliances and methods.

7.11 EMERGENCIES

In emergencies affecting the safety of persons on the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act, at its discretion, to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract price or an extension in the Contract time, the Contractor shall make claim as provided for in this Contract.

7.12 PATENTS AND LICENSING AGREEMENTS

The Contractor shall hold and save the Board and its officers, agents, servants, and employees harmless from all liabilities, judgments, costs and damages of any nature or kind which may in any way come against the Owner, including cost and expenses for, or on account of, any patented or unpatented invention, licensing agreement, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Board, unless otherwise specifically stipulated in the Contract Documents.

If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. The Contractor shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the Work. The Contractor and its Sureties shall indemnify and save harmless the Board from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and Board for any cost, expense, or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

In the event that any claim, suit, or action at law or in equity of any kind whatsoever is made or brought against the Owner involving any such patents or licensing agreements, the Owner shall have the right to retain from the money due and to become due the Contractor a sufficient amount of money as shall be considered necessary by the Owner to protect itself against loss until such claim, suit, or action shall have been settled and evidence to that effect shall have been furnished to the satisfaction of the Owner.

7.13 CONTRACTOR TO CHECK CONTRACT DOCUMENTS

The Contractor shall verify all dimensions and quantities in the Contract Documents. Any discrepancies found between the Contract Documents and Site conditions or any errors or omissions found shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any Work done by the Contractor after its discovery of such discrepancies, errors, or omissions shall be done at the Contractor's risk.

7.14 WAIVER OF IMMUNITY CLAUSE

The Contractor agrees that upon the refusal by a person, when called before a grand jury, head of a State Department, temporary State Commission or other State agency, or the organized crime task force in the Department of Law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency, or official of the State or of any public subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from entering into any contracts with the State or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal, and

Any and all contracts made with the State or any public department, agency, or official thereof, since the effective date of said law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the State without incurring any penalty of damages on account of such cancellation or termination, but any moneys owing by the State for goods delivered or work done prior to the cancellation

or termination shall be paid.

7.15 REPORTS, RECORDS, AND DATA

The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Engineer may request concerning work performed or to be performed under this contract.

7.16 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractors or any subcontractor suffers loss or damage of work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration.

GENERAL CONDITIONS

SECTION 8 – SUBCONTRACTS AND ASSIGNMENTS

8.01 ASSIGNMENTS

The Contractor shall not assign, transfer, convey or otherwise dispose of the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Board. In case the Contractor is authorized to and assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of creditors made pursuant to law, nor is it intended to prohibit subcontracting a portion of the Work of the Contract in accordance with the provisions of law and this Contract.

8.02 SEPARATE CONTRACTS

The Contractor shall coordinate its operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by it of the status of the work as being satisfactory for proper coordination with its own work.

The Contractor may use the services of specialty subcontractors on those parts of the work, which under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Board. The Contractor shall submit a written statement to the Board concerning the Contractor's desire to subcontract a part of the Work and a statement as to the character and amount of the Work to be subcontracted and the party to whom it is proposed to subcontract the same. Submission of said statement shall be 30 days prior to the time the Contractor plans to actually employ the proposed contractor.

The Contractor shall also furnish a statement as to the proposed subcontractor's experience, financial ability, or other qualifications for properly performing the Work proposed to be subcontracted if requested by the Engineer.

The Contractor warrants that all subcontractors selected by it are financially able, sufficiently experienced, and otherwise qualified to perform the work of their subcontracts.

The Contractor shall be solely responsible for the acts or defaults of subcontractors and of such subcontractors' officer, agents and employees each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors.

No subcontractor shall be permitted to work at the Site until it has furnished evidence to the Owner of the insurance required by this Contract.

The Contractor shall execute with each of its subcontractors and all subcontractors shall execute with their sub-subcontractors a written agreement which shall bind the latter to the terms and provisions of this Contract insofar as such terms and provisions are applicable. The Contractor and all subcontractors and sub-subcontractors shall promptly, upon request, file with the Owner a conformed copy of such agreements, from which the price and terms of payment may be deleted.

If, at any time during the progress of the Work to be performed, the Owner decides that any subcontractor of any tier is incompetent, careless, or uncooperative, the Engineer will notify the Contractor accordingly and immediate steps shall

be taken by the Contractor for cancellation of such subcontract. Such termination, however, shall not give rise to any claim by the Contractor or by such subcontractor for loss of prospective profits on work unperformed or work unfinished, and a provision to that effect shall be contained in all subcontracts.

No provisions of this Contract shall create or be construed as creating any contractual relation between the Owner and any subcontractor or sub-subcontractor or with any person, firm or corporation employed by, contracted with, or whose services are utilized by the Contractor.

The divisions or sections of the Contract Documents are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

The Owner reserves the right to limit the total amount of subcontracts of the total contract price.

GENERAL CONDITIONS

SECTION 9 - CHANGES

9.01 OWNER'S CHANGES IN THE WORK

- (a) The Owner may, at any time and without notice to any Surety, make changes in the Work of the Contract by making alterations therein, by making additions thereto, or by omitting Work therefrom, and no such action shall invalidate the Contract, relieve or release the Contractor from any guarantee under the Contract, affect the terms or validity of any bond, relieve or release any Surety, or constitute grounds for any claim by the Contractor for damages or loss of anticipated profits. All Work required by such alterations, additions, or omissions shall be executed under the terms of the Contract.
- (b) Other than in an emergency endangering life or property or pursuant to a Field Order, the Contractor shall not make any change in the Work nor furnish any labor, equipment, materials, supplies, or other services in connection with any change except pursuant to, and after, receipt of a written authorization from the Owner in the form of a Change Order.

The Owner shall not consider any claim by the Contractor concerning the Contract price or extension of the Contract time, unless such written authorization has been so issued to the Contractor.

- (c) The Engineer may authorize minor changes in the Work which do not alter the character, quantity, or cost of the Work as a whole. These changes may be accomplished by a Field Order. The Contractor shall carry out such Field Orders promptly and without any adjustment to the Contract price or Contract time.
- (d) No changes to the contract shall become effective until said contract changes are approved by the Office of the New York State Comptroller and the New York State Office of the Attorney General. No Work related to said changes shall begin until said contract changes are approved by the Office of the New York State Comptroller and the New York State Office of the Attorney General.

9.02 ADJUSTMENTS IN PRICE

Any increase or decrease in the Contract price resulting from changes in the Work ordered by the Owner as in this section provided shall be determined as follows:

- (a) By such applicable unit prices, if any, as set forth in the Contract; or
- (b) If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed upon by the Owner and the Contractor; such unit prices or lump sum being arrived at by estimates of reasonable value prepared in general conformance with the outline set forth in (c) below.
- (c) If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then determination shall be made as the sum of the following amounts for all Work necessary for the changes:
 - (1) Cost of materials delivered to the job Site for incorporation into the Contract Work.
 - (2) Wages paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.
 - (3) Premiums or taxes paid by the Contractor for workmen's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law.
 - (4) Allowances for necessary use of construction equipment (exclusive of hand tools and minor equipment), as approved by the Engineer.
 - (5) An amount for overhead.
 - (6) An amount for profit.

Construction equipment rental rates should be in accordance with those published in that issue of the Associated Equipment Distributors (AED) Rental Guide, current at the time the work is done. In the event that rental rates for equipment used in the performance of additional work are not listed in the AED Rental Guide, rental rates will be approved for payment which are consistent with those prevailing in the construction industry in the area of the Work. Monthly, weekly, or daily rates shall apply, prorated to the actual time the equipment is in use; the classification of monthly, weekly, or daily rate to be used shall be determined by the length of time the piece of equipment under consideration was in use on the total project under Contract plus either the time used in the performance of the additional work or the time used in the performance of the additional work plus additional subsequent time used on the total project under contract. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

The Contractor shall submit evidence satisfactory to the Engineer to substantiate each and every item included in an estimate prepared pursuant to 9.02. (b) or a determination pursuant to 9.02. (c).

The amounts allowed for overhead and profit for a change resulting in an increase in Contract price may be less than, but shall not exceed, the applicable percentages as follows:

- (a) For work done directly by the Contractor, the sum of overhead amount plus profit amount shall not exceed 20 percent of the cost.
- (b) For work done by subcontractors of any tier, the sum of total overhead amounts of the subcontractor and Contractor, plus total profit amounts for the subcontractors and Contractor, shall not exceed 25 percent of the cost. Subcontractors shall be limited to 15 percent and Contractors shall be limited to 10 percent for combined overhead and profit.

Overhead is defined as all expense not included in the amounts outlined in 9.02 (c) (1) through 9.02 (c) (5), including administration, superintendents, insurance not outlined in 9.02 (c) (1) through 9.02 (c) (5), material used in temporary structures, additional premiums placed upon the labor and performance bonds of the Contractor and small hand tools.

Where Work necessitated by the change involves overtime, no payroll taxes, overhead or profit will be allowed on the premium portion of overtime pay.

9.03 CHANGE ORDERS

At any time during the progress of the Work the Owner may alter the Contract Drawings, omit any portion of the Work, increase or decrease the estimated quantities of Work, and order additional Work as hereinafter provided, without constituting grounds for any claim by the Contractor for damages or for loss of anticipated profits or for any variations between the estimated quantities and the quantities of Work as done.

Whenever the Engineer determines that from any unforeseen cause the terms of any contract should be altered to provide for changes, contingencies or additional Work, he may issue a Change Order therefore to the Contractor who shall forthwith proceed with the performance of the Work and the furnishing of labor, materials, and equipment necessary for its accomplishment in accordance with the pertinent specifications. No such additional Work shall be commenced or undertaken until the Engineer has issued a Change Order.

No instructions, either written or verbal, shall be construed as an order for changes unless it be in the form of a Change Order bearing the signed approval of the Engineer.

9.04 CHANGES IN CONTRACT DRAWINGS AND SPECIFICATIONS

No alteration shall be made in any map, drawing or specifications for any Work under this Contract during its progress, except with the written consent and approval of the Engineer, nor unless a description of such alteration and such approval be in writing and signed by the parties making same and a copy thereof filed in the office of the Engineer.

No change of drawings or specifications which will increase the expense of said Work or create any claim against the Board for damage arising therefrom shall be made unless a written statement, setting forth the object of the change, its character, amount and the expense thereof, is submitted to the Engineer or the Board and the Board's consent thereto is obtained and a copy filed in the office of the State Comptroller.

9.05 CLAIMS FOR ADDITIONAL COSTS

No claim for additional work or cost shall be allowed unless the same was done pursuant to a written order of the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or additional work is done. When work is performed under the terms of this Section of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost as required by this Section.

No additional payment shall be made to the Contractor for any delays caused by lack of progress, defective workmanship, or rescheduling of work by other contractors, subcontractors, or equipment and material suppliers.

No additional payment shall be made because of differences between field dimensions and those shown on the Drawings.

No additional payments shall be made to the Contractor for any increase in cost between the time of bidding and the end of the project for labor, materials, equipment, supplies, temporary heat or temporary lighting, temporary utilities or fuel purchased as part of the Work.

GENERAL CONDITIONS

SECTION 10 – CORRECTION AND GUARANTEE OF WORK

10.01 CORRECTION OF WORK PRIOR TO ACCEPTANCE

If the Work, or any portion thereof, is damaged in any way or if defects not readily detected by inspection develop before acceptance of the Work, the Contractor shall forthwith remove and replace, without additional compensation, such damaged or defective work. This requirement to remove and replace is notwithstanding that the Work may have previously passed the prescribed inspections and tests.

If the Contractor shall fail to replace any defective or damaged work within 30 days following written notice from the Engineer, or such other period of time designated by written notice from the Engineer, the Owner may cause such Work, material or equipment to be replaced; the expense thereof shall be charged to the Contractor and the amount deducted from any monies due or to become due the Contractor.

Any materials brought upon the Site which shall be rejected by the Engineer as not in conformity with the Contract Documents shall be removed immediately by the Contractor from the Site of the Work and replaced with materials complying with the Contract Documents.

Failure or omission on the part of the Engineer or any of his assistants or agents to reject defective or inferior work, material, or equipment, shall not release the Contractor from the obligations of removing and properly replacing the defective or inferior Work, materials, or equipment at the Contractor's cost and expense at any time, upon the discovery of said defective or inferior work, material or equipment, prior to the acceptance of the Work under this Contract, notwithstanding that such Work, material, or equipment may have been estimated for payment or that partial payments have been made on the same.

10.02 CORRECTION OF WORK AFTER ACCEPTANCE

Any Work requiring rebuilding or replacement, as set forth in the subsection entitled Guarantee, will be brought to the attention of the Contractor by written notice. The Contractor shall, within five (5) days of such written notice, advise the Owner of its schedule for the timely rebuilding or replacement of such Work. Thereafter, such rebuilding or replacement shall be accomplished in accordance with said schedule.

10.03 ACCEPTANCE OF UNCORRECTED WORK

If, instead of requiring correction or removal and replacement of Work which deviates from the Contract, the Owner prefers to accept it, the Owner may do so. In such case, a Change Order shall be issued with appropriate reduction in the Contract price as set forth in General Conditions Section entitled Deductions for Uncorrected Work.

10.04 GENERAL GUARANTEE

Neither the final certificate of payment nor any provisions in the Contract Documents, nor partial or entire occupancy of the premises by the Board shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

10.05 CONTRACTOR'S GUARANTEE

The Contractor guarantees the Work under the Contract against any and all defects in workmanship and materials for a period of one year following the date of Substantial Completion of the Work or the date of Beneficial Occupancy of completed Work where Beneficial Occupancy may have occurred.

Pursuant to this guarantee, the Contractor agrees to make good, without delay and at its expense, any and all failures of any parts due to faulty materials, construction, or installation, or to the failure of any equipment to perform successfully within the limits prescribed by the specifications. The Contractor shall make good any damage or injury to any other part of the Work caused by such failure of parts or equipment.

Where the total value of all replacement or rebuilding required during the guarantee period is equal to or less than \$5,000

or such other value as may be stated in the Special Provisions, the guarantee period shall terminate at one year following the date of Substantial Completion or Beneficial Occupancy. Where the total value of said replacement exceeds \$5,000 or such other value as may be stated in the Special Provisions, the guarantee period for the total replacement or rebuilding shall be extended to a date one year following the date of completion of the rebuilding or replacing of the last item which failed.

The guarantee period for minor items contained on the Estimate of Work Remaining shall terminate at a date one year following the date of Substantial Completion, provided that completion or correction by the Contractor occurs within 6 months of the date of Substantial Completion. However, in the event of failure of a minor item or items following completion or correction of said minor items, the value of subsequent replacement or rebuilding of such item or items shall be included in the total value of all replacement or rebuilding for determining an extension of the guarantee period as set forth in the previous paragraph.

The Contractor shall furnish such labor and equipment as the Engineer may require to facilitate any one-year inspections of the Project at no additional cost to the Owner.

GENERAL CONDITIONS

SECTION 11 – PAYMENTS AND COMPLETION

11.01 ESTIMATED QUANTITIES

The Contractor agrees (1) that it will make no claim of any nature against the Owner or Engineer because of a difference between the quantities for unit price items of Work actually furnished and the estimated quantities stated in the Bid even though the estimated quantities prove grossly different from the quantities actually used and (2) that the quantity of any unit price item of Work may be increased or decreased as may be deemed necessary without alteration or modification of the Contract.

In the event that the quantities of various items actually used are either higher or lower than the quantities stated in the Bid, the Contractor agrees as follows:

- (a) where the change in quantities for any item in the original bid does not exceed 15 percent of the original bid quantity, the applicable unit prices bid shall be the sole basis for computing payment.
- (b) where the change in quantities for any item in the original bid exceeds 15 percent of the original bid quantity, the Owner may review the unit price of said item to determine if a new unit price should be negotiated.

11.02 PRICES

The prices herein agreed to for the performance of the Work shown and as specified shall include the completion of the Work and the furnishing of all labor, tools, and materials therefore, whether the same are required directly or indirectly, unless otherwise specified.

Where Work is to be measured for payment by units of length, area, volume, or weight (as stated in the Bid), the net amount of Work actually done, as it shall appear in the finished Work and as measured within the payment limits described in the Contract Documents or as is ordered by the Engineer, shall be paid for, local customs to the contrary notwithstanding.

Where a lump sum price is bid for an item in the Bid, the lump sum price shall be for the Work complete as described in the item and shall include the cost of all specified or implied equipment, materials, and labor incidental to the Work, complete and ready for service and in accordance with the Contract Documents.

11.03 CONSTRUCTION SCHEDULE AND ESTIMATED PAYMENTS

Within 10 days after execution and delivery of the Contract, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish (a) a detailed estimate giving a complete breakdown of the contract price including all lump sum prices and (b) periodic itemized estimates of work done for making partial payments thereon. The costs employed in making up any of these schedules will be used for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract prices.

11.04 CURRENT ESTIMATES

The Owner will establish dates during the respective months of the Project on which the Owner will accept applications for payment.

At least ten days before each date set for consideration for payment, the Contractor shall submit to the Engineer, for review, an application for payment, filled out and signed by the Contractor and covering the Work completed as of the date of the application. The application for payment shall be in satisfactory form and supported by such data as the Owner may reasonably require.

The Engineer will, within ten days after receipt of each application for payment, either indicate in writing his recommendation of payment and present application to the Owner or return the application to the Contractor, indicating

in writing his reasons for not recommending payment. In the latter case, the Contractor shall make the necessary corrections and resubmit the application.

The Engineer's recommendation of payment for any request shall constitute his advice to the Owner: that to the best of his knowledge, information, and belief, based on the Engineer's on-site observations of the Work in progress and on his reliance upon application for payment and supporting data, the Work has progressed to the point indicated; that the quality of the Work is in substantial compliance with the Contract Documents (subject to any subsequent tests and qualifications stated in his final review); and that the Contractor is entitled to the payment of the amount recommended. However, by recommending any such payment, the Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, that he has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he has made an examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to it on account of the Contract price.

Where Work has been included in the current estimate recommended by the Engineer for payment, and where such Work is later found to be defective, and where such defective Work has not been corrected, the Engineer will recommend to the Owner that the value of such uncorrected Work be deducted from the amount due or to become due the Contractor.

The Engineer may decline to act upon requests for monthly payment if lists of vendors and subcontractors, shop drawings, samples, work schedules, instruction manuals, and breakdowns of lump sum bid items necessary for orderly prosecution of the Work, are not submitted as required.

11.05 TITLE TO MATERIALS, EQUIPMENT AND SUPPLIES

The Contractor warrants and guarantees that it will have good title to all materials, equipment, and supplies delivered to the Site for use in the Work.

Title to all materials, equipment and supplies to be sold by the Contractor to the Owner pursuant to this Contract or to be installed or incorporated into the Project shall immediately vest in the Owner upon delivery of such materials, equipment and supplies to the Site and prior to their installation or incorporation into the Project. Such materials, equipment, and supplies shall then become the sole property of the Owner subject to the right of the Owner to reject the same as hereinafter provided. The Contractor shall mark or otherwise identify all such materials, equipment, and supplies as the property of the Owner. The Contractor, at the request of the Owner, shall furnish to the Owner such confirmatory bills of sale and other instruments as may be required by it, properly executed, acknowledged, and delivered, confirming to the Owner title to such materials, equipment, and supplies free of encumbrances. In the event that, after title has passed to the Owner, any of such materials, equipment, and supplies are rejected as being defective or otherwise unsatisfactory, title to all such materials, equipment, and supplies shall upon such rejection re-vest in the Contractor, and the Contractor shall then replace the rejected materials, equipment, and supplies with acceptable material, equipment, and supplies at no additional cost to the Owner.

Nothing in this Section is intended, or shall be construed, as relieving the Contractor from its obligations under this Contract, and the Contractor shall have the sole continuing responsibility to install the materials, equipment, and supplies purchased or furnished in accordance with the provisions of this Contract, to protect the same, to maintain them in proper condition, and to forthwith repair, replace, and make good any damage thereto or loss thereof, without cost to the Owner until such time as the Work covered by the Contract is accepted by the Owner in accordance with this Section.

The Contractor warrants and guarantees that no materials, equipment, or supplies delivered to the Site for use in the Work will have been acquired by the Contractor (or any other person performing work at the Site or furnishing materials, equipment or supplies for the project) subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller (or otherwise imposed by the Contractor for such other person).

11.06 PAYMENTS FOR MATERIALS DELIVERED TO SITE

In making estimates of the value of the Work done and materials incorporated in the Work, the Contractor may, subject to the approval of the Owner or as required by law, include in the current estimates, the delivered cost, as modified below, of equipment and non-perishable materials which have been tested for adequacy and which have been delivered to the Site and adequately protected from fire, theft, vandalism, the effect of the elements, and any damage whatsoever, or similarly placed in approved storage facilities adjacent thereto. Such materials and equipment shall at all times be available for inspection by the Engineer and the Owner.

No progress payment shall be made for said material and equipment until each of the following conditions has been

fulfilled:

- (a) The Contractor shall have furnished to the Engineer invoices establishing the value of the said materials and equipment with an indication of the amount the Contractor agrees to pay the vendor. Such invoices shall be furnished at least ten days in advance of the date of preparation of monthly estimates as established by the Engineer.
- (b) The Engineer shall have inspected said material and equipment and recommended payment therefor.
- (c) The Contractor shall have furnished to the Owner the insurance policies, as provided in this Contract and with the broad form extended coverage endorsement, for said material and equipment in an amount equal to one hundred percent of the value thereof and which policies shall be maintained, at the sole cost and expense of the Contractor, until said material and equipment has been incorporated into the Project.

Within sixty days of the submission to the Owner of any progress payment, including payment for said materials and equipment, or within thirty days of the date of payment to the Contractor by the Owner, whichever is longer, the Contractor shall furnish to the Engineer satisfactory evidence that the funds included in the progress payment for said materials and equipment have been paid to the vendors supplying such items. Satisfactory evidence shall be: a cancelled check in the correct amount and including identification of the invoice or invoices paid; a letter or telegram, from the vendor and signed by his properly authorized employee, stating the amounts and invoices that have been paid; or a receipted invoice.

Should the above evidence of payment not be furnished, the Engineer will recommend the deduction of any funds included in previous estimates for such materials and equipment for which said evidence has not been furnished from the current estimate or subsequent current estimates.

Any payment made for materials and equipment delivered will not relieve the Contractor of any responsibility for furnishing all the necessary equipment and materials required for prosecution of the Work in the same manner as if such payments had not been made.

11.07 OWNER'S PAYMENT OF MONTHLY ESTIMATES

The Owner will, within ninety days of being presented an Engineer approved application for payment (current estimate), pay the Contractor ninety-five percent of the amount of such estimate, retaining five percent of the amount until Substantial Completion of all Work covered by the Contract.

In lieu of all or part of the cash retainage, the Owner may accept securities negotiable without recourse, conditions or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the Contractor. The Owner may accept only bonds or notes of the United States of America, New York State, or political subdivision thereof in lieu of any or all of the cash retainage.

Acceptance by the Contractor of the monthly payment shall constitute its warranty that it will pay each of its subcontractors and vendors all monies due them as required by the laws of New York State, or other applicable State and Federal Laws and Regulations.

11.08 OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Contractor so much of any approved payments due the Contractor as may in the judgment of the Owner be necessary to assure the payment of any claims, liens or judgments against the Contractor, resulting from performance of the Work of the Contract, which have not been suitably discharged. The Owner shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims, liens or judgments. Such application of such money shall be deemed payments for the account of the Contractor.

The Owner may also withhold from the Contractor so much of any payments due him as may in the judgment of the Owner be necessary:

- (a) to protect the owner from loss due to previous payment for Work subsequently found to deviate from the Contract requirements and which has not been corrected by the Contractor, and

- (b) to protect the Owner from loss due to previous payment for materials and/or equipment delivered to the Site for which evidence of payment to vendors has not been furnished by the Contractor.

The Contractor agrees that it will indemnify and save the Board harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of the contract. The Contractor shall furnish, at the Board's request, satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, the Board may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Board has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Board to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the Board shall be deemed the agent of the Contractor, and any payment so made by the Board, shall be considered as a payment made under the contract by the Board to the Contractor and the Board shall not be liable to the Contractor for any such payment made in good faith.

11.09 DEDUCTIONS FOR UNCORRECTED WORK

If the Owner deems it expedient to accept uncorrected Work, the Contract price shall be decreased by an amount, determined by the Owner, which is equal to the difference in value of the Work as performed by the Contractor and the value of the Work had it been satisfactorily performed in accordance with the Contract, or which is equal to the cost of performing the corrective Work, whichever shall be the higher amount.

11.10 SUBSTANTIAL COMPLETION

The Work of the Contract shall be deemed Substantially Complete when the Work of the project complies with the definition of Substantially Complete as specified in Section 1 or when the Owner and Contractor reach mutual written agreement that the Work is Substantially Complete.

The Contract will be considered as a single unit for determination of Substantial Completion except as follows:

- (a) Where a division of major parts of the Contract is set forth in the Special Provisions for purposes of separate determinations of Substantial Completion for each part.
- (b) Where the Owner and Contractor reach mutual written agreement that a major part of the Contract can be separately determined to be Substantially Complete.
- (c) Where part of the Work of the Contract has been previously accepted into Beneficial Occupancy.

11.11 FINAL INSPECTION AND CERTIFICATE OF SUBSTANTIAL COMPLETION

The Owner, Engineer, and Contractor will review the work as soon as possible after written notification by the Contractor to the Owner that the Work is Substantially Complete or after the Owner and Contractor mutually agree that the Work appears Substantially Complete. Following said Final Inspection the Engineer will advise the Contractor of remaining items to be completed or corrected to arrive at completion of the Work inspected.

When the remaining items of Work to be completed or corrected are of sufficiently reduced value such that Substantial Completion may be indicated, the Engineer will prepare a detailed estimate (hereinafter referred to as Estimate of Work Remaining) of the value of said items showing each item's separate value as well as the total value of all items. The Contractor shall endorse said Estimate as evidence of agreement.

Substantial Completion will be evidenced by a Certificate of Substantial Completion signed by the Contractor, Engineer, and Owner. The date of Substantial Completion shall be that date specified in the Certificate of Substantial Completion. The Estimate of Work Remaining will be attached to the Certificate of Substantial Completion.

11.12 PAYMENT AT SUBSTANTIAL COMPLETION

The Application for Payment at Substantial Completion shall be in a form satisfactory to the Owner and shall be accompanied by the following documents:

- (a) Certificate of Substantial Completion with Estimate of Work Remaining attached.
- (b) A schedule endorsed by the Contractor showing time of completion of all remaining Work.
- (c) An affidavit of the Contractor: (1) that the claims of all subcontractors, materialmen, laborers, and all other persons and parties furnishing labor and materials with respect to the Contract have been paid in full except as noted; (2) that the Contractor will pay in full the exceptions stated from the proceeds of this payment; and (3) that the Contractor acknowledges that the Owner has made this payment in reliance upon this affidavit.
- (d) Releases or receipts evidencing payment of all liens which may have been filed as a result of the performance of the Work of the Contract.
- (e) A written statement from Surety that the Labor and Material Bond and the Performance Bond, each in the amount of 100 percent of the value of the Contract, are in force and will remain in force for a period of one year following the date of Substantial Completion or such later date as may be established by an extension of the guarantee period.

Payment at Substantial Completion will be an amount equal to the value of all of the Work of the Contract which has been declared Substantially Complete including the estimated value of the minor items to be completed or corrected less an amount equal to twice the total Estimate of Work Remaining, less an amount withheld to satisfy any outstanding claims, liens, or judgments, less any charges for delay, and less all prior payments to or for the account of the Contractor. All prior estimates and payments including those related to Change Orders, shall be subject to correction by the payment at Substantial Completion.

11.13 ACCEPTANCE OF WORK

Acceptance by the Owner of the Work of the Contract will occur on the dates as follows:

- (a) The date of Substantial Completion specified in the Certificate of Substantial Completion for all Work not included in (b) or (c) below.
- (b) The date of Beneficial Occupancy for all Work taken into Beneficial Occupancy.
- (c) The date of payment of the requisition of the Contractor at the time of 100 percent completion or correction for all Work included in the Estimate of Work Remaining.

11.14 CONTRACTUAL RELEASE TO OWNER

The Contractor's submission of an Application for Payment at Substantial Completion shall be, and shall operate as, a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract, and for every act and neglect of the Owner and others relating or arising out of the Contract excepting the Contractor's requests for payment for completion or correction of Work items included in the Estimate of Work Remaining, the Application for Payment at Substantial Completion, and interest on said Payment if payment is improperly delayed. However, no Application for Payment or payment of same, shall operate to release the Contractor from any obligations under the Contract or the Surety bonds.

11.15 PAYMENT FOR MINOR ITEMS WHEN COMPLETED OR CORRECTED

The minor items of Work contained in the Estimate of Work Remaining shall be completed or corrected by the Contractor in a timely manner in accordance with the schedule submitted with the application for Payment at Substantial Completion. Upon such completion or correction, and upon Application for Payment in a form satisfactory to the Owner, the Owner will pay an amount equal to the value, and only that value, of the item or items of Work completed or corrected. The remaining amount held as determined when making Payment at Substantial Completion will be retained by the Owner until the Contractor has completed all items of Work contained in the Estimate of Work Remaining and has submitted evidence that all claims, liens, and judgments have been satisfied. No payment will be made which is less than one thousand dollars, except upon 100 percent completion or correction of all items included in the Estimate of Work Remaining.

11.16 FINAL PAYMENT (AFFIDAVIT)

The Contractor's application for payment upon 100 percent completion (correction of all items included in the Estimate of Work Remaining) shall be accompanied by an affidavit of the Contractor as follows:

- (a) That in accordance with the provisions of the Lien Law and Penal Law of the State of New York, and other applicable State and Federal laws and regulations, all claims, liens, and judgments with respect to the Contract have been paid in full;
- (b) that the Contractor has no further claims with regard to the Contract against the Owner or its agents; and
- (c) that the Contractor acknowledges that the Owner has made this Final Payment in reliance upon this affidavit.

11.17 OWNER'S RIGHT TO COMPLETE THE CONTRACT

During the time period extending from the date of Substantial Completion to a date six months thereafter or to mutually acceptable later date, the Contractor shall complete or correct all items contained in the Estimate of Work Remaining in accordance with the schedule established at Substantial Completion. Where Work items are not completed or corrected in accordance with the established schedule, and following reasonable notice by the Owner to the Contractor, the Owner may complete or correct said Work items. The cost for such completion or correction may be paid by the Owner, without review by the Contractor, and the Contractor shall reimburse the Owner for all costs so incurred.

It is hereby mutually agreed that six months following the date of Substantial Completion or the mutually acceptable later date, and at any time thereafter, the Owner (having given prior notice as set forth in the preceding paragraph) may, without additional notice to the Contractor, complete and correct any items contained in the Estimate of Work Remaining which are remaining to be completed or corrected. The cost for such completion and correction may be paid by the Owner, without review by the Contractor, and the Contractor shall reimburse the Owner for all costs so incurred. In the event that the Owner commences legal proceedings to recover all costs not reimbursed, there shall be included as an item of damage all reasonable attorney's fees.

Any funds previously held by the Owner at the time of payment at Substantial Completion may be applied by the Owner to offset the costs incurred for completion or correction of items contained in the Estimate of Work Remaining. All costs incurred by the Owner in excess of funds previously held will be billed to the Contractor, and the Contractor shall promptly reimburse the Owner for said costs. The Owner may add reasonable amounts for administrative, engineering, and supervisory services to the cost of construction for those items completed or corrected by the Owner. In the event that the Owner commences legal proceedings to recover all costs not reimbursed, there shall be included as an item of damage all reasonable attorneys' fees.

11.18 BENEFICIAL OCCUPANCY

The Owner reserves the right to accept for Beneficial Occupancy any portion of the Work, whether or not Substantially Complete, at any time without prejudice to the Owner in enforcing any provisions of the Contract.

Beneficial Occupancy by the Owner shall occur when the Owner accepts a part of the Work, but not all Work of the Contract, and places such accepted Work in the service therefor intended.

Upon Beneficial Occupancy by the Owner the following procedures will apply:

- (a) The Engineer, with the approval of the Owner, will notify the Contractor as to what portion, or portions of the Work have been accepted into Beneficial Occupancy.
- (b) The retained percentage for the completed Work taken into Beneficial Occupancy will be released.
- (c) The guarantee period applicable to that portion of the Work accepted into Beneficial Occupancy will start as of the date of Beneficial Occupancy.
- (d) As of the date of Beneficial Occupancy, the Owner will assume responsibility for maintenance, heat, utilities, and insurance on that portion of the Work accepted for occupancy.
- (e) The Contractor shall subsequently complete or correct all unfinished items in the Work accepted by the Owner for Beneficial Occupancy.

- (f.) Such action by the Owner will in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to uncompleted Work.
- (g) Upon completion of unfinished items in the Work beneficially occupied, sufficient to establish Substantial Completion as defined herein, all procedures set forth herein for Work deemed Substantially Complete shall apply.

11.19 PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the twentieth day of the calendar month following that which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the twentieth day of the calendar month following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of its subcontractors, not later than the fifth day following each payment to the Contractor, the respective amounts the Contractor on account of the work performed by its subcontractors to the extent of each subcontractors interest therein.

11.20 CONTRACTOR'S AUTHORITY TO SIGN

All Current Estimates, applications for payment, affidavits, and other documents required hereunder and the Certificate of Substantial Completion, shall be signed in behalf of the Contractor by a person evidencing his authority to do so and shall be acknowledged where required in form satisfactory to the Owner.

11.21 CHARGES FOR DELAY

It is hereby agreed that time is of the essence of the Contract and that the Owner will suffer damages from failure to complete the Work in the time specified. When the Work embraced in the Contract is not Substantially Completed on or before the date specified herein or on or before the later date to which the time of Substantial Completion may have been extended by the Owner, the engineering and review expenses incurred by the owner, upon the Work from said date to the date of Substantial Completion of the Work shall be charged to the Contractor and be deducted by the Owner from monies due the Contractor, and in addition, the Contractor shall be charged the liquidated damages stated in the Agreement for the same period, said sums being not in the nature of a penalty, but a part of the consideration of the Contract.

The Owner shall have the right to deduct such amounts from any monies due or to become due the Contractor and the amount still owing, if any, after such deduction shall be paid on demand by the Contractor or its Surety. Such payment shall not relieve the Contractor or its Surety from any other obligation under this Contract.

GENERAL CONDITIONS

SECTION 12 – INSURANCE AND BONDS

12.01 CONTRACTORS AND SUBCONTRACTORS INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Board, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved:

(a) Workman's Compensation and Disability Benefit Insurance

Worker compensation and disability benefit insurance shall be maintained during the life of the Contract for such employees as are required to be insured by the provisions of Chapter 41 of the laws of 1914 as amended, known as the Workmen's Compensation Law of the State of New York, the Disability Benefits Law of the State of New York, and any other applicable Workmen's Compensation Law.

Acceptable proof of Workers' Compensation and Disability Benefits coverage include form CE-200, or C-105.2 or SI-12, and DB-120.1 or DB-155.

(b) Comprehensive General and Vehicle Liability Insurance.

Standard comprehensive general liability insurance policy with contractual, products, and completed operations and vehicle liability coverage issued to and covering the liability of the Contractor for all work and operations under this contract and all obligations assumed by the Contractor under this contract in an amount which shall not be less than the following limits:

COMMERCIAL GENERAL LIABILITY

\$2,000,000.....	Each Occurrence
\$ 50,000.....	Fire Damage (any one Fire)
\$ 5,000.....	Medical expense (any one person)
\$1,000,000.....	Personal Injury
\$2,000,000.....	General Aggregate
\$2,000,000.....	Products/Completed Operations Aggregate

PROPERTY DAMAGE LIABILITY

\$2,000,000	Each Occurrence
\$5,000,000	Aggregate

BUSINESS AUTO LIABILITY

\$1,000,000.....	Each Accident
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(c) Professional Liability Insurance

Professional liability insurance shall be maintained covering negligent acts, errors, or omissions of any engineer or any person or business entity conducting, performing or supplying engineering services in connection with the Contractor's obligations under this Contract or in connection with the performance of the Consultant's obligations hereunder in an amount which shall not be less than the following limits:

\$2,000,000	Each Claim
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The Hudson River – Black River Regulating District, its Board, their officers, employees, representatives, and agents; the State of New York; and New York State Department of Environmental Conservation shall be named as an additional insured under the Contractor's and Subcontractor's Insurance Coverage on all endorsement except for Professional Liability and Workers Compensation.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph b above hereof, or, (2) insure the activities of his subcontractors in his policy, specified in subparagraph b above hereof.

(d) Scope of Insurance and Special Hazards.

The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or against any special hazards which may be encountered in the performance of this contract, such as blasting, explosions, collapse, underground damage, etc. This contract may, at the sole option of the Board, be declared void and of no effect if the Contractor fails to comply with the provisions of this Article.

(e) Proof of Carriage of Insurance.

The Contractor shall furnish to the Board endorsements of the insurance required under the foregoing provisions. Such endorsements shall be submitted in the form of an ISO occurrence form CG 0001 (or a substitute form providing equivalent coverage information) satisfactory to the Board, and shall list the various coverage and shall contain, in addition to any provisions previously indicated as required, a provision that the policy shall not be canceled and that it will be renewed and continued in force until final acceptance by the Board of all work covered by the Contract, unless the Board is given thirty (30) days written notice to the contrary. Upon request, the Contractor shall furnish the Board with a certified copy of each policy.

All insurance required to be procured and maintained as aforesaid must be procured from insurance companies authorized to do business in the State of New York. If at any time any of the above required insurance policies should be canceled, terminated, or modified so that insurance is not in effect as above required, then, if the Board shall so direct, the Contractor shall suspend performance of the work covered in the contract. If said work is not suspended, the Board may, at its option, obtain insurance affording coverage equal to that above required, the cost of such insurance to be payable by the Contractor to the Board.

Policy endorsements shall, at a minimum, contain the following information:

- Producer (agent/broker) is named and producer's address and phone number is provided on the insurance documents;
- Policy number(s);
- Policy Period (coverage begin and end dates), policy limits, deductibles, self-insured retentions;
- Name of the project, location and agreement or contract or purchase order number is/are identified.

(f) Risks Assumed by the Contractor.

The Contractor solely assumes the following distinct and several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Contractor, of the third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the Board, excepting only risks which arise from faulty designs as shown by the Plans and Specifications or from affirmative acts of the Board or its members, officers, agents, and/or employees committed with intent to cause the loss, damage, and injuries herein below set forth.

- (1) The risk of loss or damage, direct or indirect, of whatever nature, to the work covered by the contract, or to any plant, equipment, tools, materials, or property furnished, used, installed, or received by the Board or by the Contractor or any Subcontractor, Materialmen, or Workman performing services or furnishing materials for the work covered hereunder. The Contractor shall bear such risk of loss or damage until the work covered by the contract has been finally accepted by the Board or until completion or removal of such plant, equipment, tools, materials, or property from the construction site and the vicinity thereof, whichever event occurs last. In the event of such loss or damage, the Contractor shall forthwith repair,

replace, and/or make good any such loss or damage without cost to the Board.

- (2) The Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in the connection with the execution of the work provided for in this contract; and if such person shall make a claim for any damages or injury (including death resulting therefrom) as previously described, whether such claim be used upon the alleged active or passive negligence or participation in the wrong of the Board, its agents, servants, and/or any alleged breach of any statutory duty or obligation on the part of the Board, its agents, servants, and employees from and against any and all loss, expense, damage, or injury, the Board, its agents, servants, and employees, may sustain as the result of any such claim and the Contractor agrees to assume, on behalf of the Board, its agents, servants, and employees, the defense of any action at law or equity which may be brought against the Board, its agents, servants, and employees, upon such claim and to pay on behalf of the Board, its agents, servants, and employees, upon demand, the amount of any judgement that may be entered against the Board, its agents, servants, and employees, in any such action.
- (3) The Contractor's obligations under this article shall not be deemed waived, limited, or discharged by their numeration or procurement of any insurance for liability for damages.
- (4) There shall be no endorsement or modification of the Professional Liability or Commercial General Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

12.02 ALTERNATIVE OR ADDITIONAL INSURANCE

If required by the Owner, the Contractor and any subcontractor shall provide any other alternative or additional insurance coverage, with appropriate additions or deductions from the Contract price to be made pursuant to the provisions applicable to change orders.

12.03 CONTRACT SECURITY

The Contractor shall furnish a **performance bond in an amount at least equal to one hundred percent (100%) of the contract price** as security for the faithful performance of this contract and also a **payment bond in an amount equal to one hundred percent (100%) of the contract price**, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with the contract. The Performance Bond and Payment Bond may be in one or in separate instruments. The Surety company on each bond shall be duly authorized to do business in the State of New York and shall be subject to Owner approval. Each Bond shall remain in force during the guarantee period provided in this Contract. The cost of these Bonds shall be paid by the Contractor and shall be included in the Bid submitted.

12.04 ADDITIONAL SECURITY

If, at any time, the Owner shall be or become dissatisfied with any Surety or Sureties then upon the Surety bonds, or if for any other reason such bonds shall cease to be adequate security to the Owner, the Contractor shall within five days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor, and at no expense to the Owner. No payments on current estimates shall be deemed due or shall be made until the new Sureties shall have qualified.

GENERAL CONDITIONS

SECTION 13 – MATERIALS AND EQUIPMENT

13.01 QUALITY AND WORKMANSHIP

Except where the Contract Documents specifically require or permit the use of articles, materials, items, or equipment manufactured or produced outside the United States, preference shall be given to articles, materials, items, and equipment manufactured or produced within the United States and only domestic articles, materials, items, and equipment shall be used when they are available.

All items of equipment and materials of like type furnished under one Contract shall be the product of one manufacturer, unless otherwise specified.

All materials furnished or incorporated in the Work shall be new, unused, of the best quality, and especially adapted for the service required; whenever the characteristics of any material are not particularly specified, such material shall be utilized as is customary in first class work of a nature for which the material is employed.

All materials and workmanship shall be subject to inspection, examination, and tests by the Engineer and other representatives of the Owner at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs.

The selection of bureaus, laboratories, and agencies for the inspection and tests of supplies, materials, and equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the material has passed the required inspection and tests shall be furnished to the Engineer by the Contractor prior to the incorporation of the material in the Work.

All laboratory and field testing shall be at the sole cost and expense of the Contractor unless specifically stated otherwise in the Contract Documents.

13.02 EQUIVALENT PRODUCTS

The words “similar and equal to,” “or equal,” “equivalent,” and such other words of similar content and meaning shall, for the purposes of this Contract, be deemed to mean similar and equivalent to one of the named products.

Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer or supplier, the intent shall not be to limit competition, but to establish a standard of quality which the Engineer has determined is necessary for the project. If any product other than that specified is proposed for use by the Contractor, it shall submit to the Engineer all the information that the Engineer requests concerning the product. The proposed product shall not be used until it is accepted by the Engineer.

In all cases, the Engineer will be the sole judge as to whether a proposed product is acceptable, and the Contractor shall have the burden of proving, at its expense, to the satisfaction of the Engineer that the proposed product is similar and equal to the named product. In making such determination the Engineer may establish such criteria as he deems proper for acceptance of the proposed product.

Where the Engineer accepts a product proposed by the Contractor and such proposed product requires a revision or redesign of any part of the Work covered by the Contract, all such revision and redesign and all new drawings and details required therefor shall be acceptable to the Engineer and shall be provided by the Contractor at its expense. If an acceptable substitution of a product requires a different quantity or arrangement of duct work, piping, wiring, or any part of the Work from that in the Contract Documents, the Contractor shall provide the same at no cost to the Owner.

13.03 MANUFACTURERS

All equipment shall be furnished by manufacturers who shall have at least three years' experience in the design, production, assembly, and field service of equipment of like type, size, and capacity. Where required by the Engineer, the Contractor shall supply a list of at least three (3) successful installations.

13.04 TOOLS, ACCESSORIES AND SPARE PARTS

The Contractor shall, unless otherwise stated, furnish with each type, kind, and size of equipment, one complete set of any special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment.

Each piece of equipment shall be provided with a substantial nameplate, which is securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, and principal rating data.

Where the Materials and Performance Sections require spare parts to be furnished by the Contractor, said spare parts for each items of equipment shall be kept separate and tagged to identify the specific item of equipment to which they belong, shall be packaged so as to precluded damage from handling and storage, and shall be bagged or packaged together where items are small in dimension.

13.05 EQUIPMENT INSTALLATION

The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the Work.

The General Contractor shall furnish, install, and protect all necessary concrete pads, which shall include guides, track rails, bearing plates, anchor and attachment bolts, and all other appurtenances needed for the installation of the devices included in the equipment specified. The location, size and templates for the concrete pads shall be furnished by the Contractor supplying the equipment along with all guides, track rails, bearing plates, anchor and attachment bolts and other appurtenances required.

Anchor bolts shall be made of ample size and strength for the purpose intended. Unless otherwise specified, anchor bolts in submerged locations shall be bronze or stainless steel; all other anchor bolts shall be cadmium plated. Substantial templates and working drawings for installation shall be furnished.

All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

The Contractor shall furnish all oils and greases for initial operation of each item of equipment and shall furnish the lubricant chart as indicated in Section 13.08. Insofar as possible, all lubricants shall be obtained from one manufacturers approved by the Owner. Each item of equipment shall be tagged to show the date lubricated, the name and type of lubricant used and the recommended frequency of lubrication.

All mechanical and electrical equipment shall be checked for correctness of installation by a qualified representative of the manufacturer, and the manufacturer shall certify in writing to the Engineer that the equipment was installed according to its specifications. Where multiple manufacturers have supplied components for a piece of equipment, the manufacturer that assembled the components shall supply the certification.

13.06 OPERATING INSTRUCTIONS AND MANUALS

The Contractor shall furnish the services of qualified manufacturers' representatives to instruct designated employees of the Owner in the operation and care of all equipment. The Contractor shall also furnish and deliver to the Engineer three complete sets of instructions, bulletins, diagrams, and other data and information required for the proper operation and maintenance of the equipment, including spare parts lists and ordering of spare parts. These operating manuals shall be furnished to the Engineer at such time as the equipment is delivered and shall include references to models and serial numbers of equipment furnished, assembly drawings, lubrication instructions, and service recommendations. Such data shall be bound in booklet form for easy reference and shall be accompanied by a transmittal sheet listing an inventory of items included.

13.07 STORAGE AND MAINTENANCE OF EQUIPMENT

Equipment containing moving parts or bearings which is subject to damage by exposure or improper storage shall be protected as set forth herein:

The Contractor shall require that the manufacturers of all equipment to be incorporated into the Work of this Contract supply detailed instructions concerning storage and maintenance required to maintain the equipment in good condition until it is placed in operation. These instructions shall be acceptable to the Engineer and shall be strictly enforced. Such acceptance shall not relieve the Contractor of its obligation to properly store and maintain the equipment.

Equipment which is intended for outdoor installation may be stored outside subject to and in accordance with the manufacturer's instructions. Equipment intended for indoor installation shall be stored in heated and ventilated warehouses or in heated and ventilated enclosures on the Site of the Work.

Equipment which is installed more than seven days prior to being placed in operation shall be protected in strict accordance with the manufacturers' recommendations and in a manner acceptable to the Engineer. Such protection, where dictated, shall consist of complete air-tight encapsulation with desiccants.

Equipment improperly stored or improperly protected after installation shall, at the Owner's option, be replaced by the Contractor at no cost to the Owner.

13.08 LUBRICATION CHART AND LUBRICATION

The Contractor shall furnish the Owner a lubrication chart (s) for all equipment furnished or installed by it. The chart (s) shall include the following for each item of equipment:

- (a) name of the item;
- (b) location of the item;
- (c) each point of lubrication on the item;
- (d) for each point of lubrication, the identification of the lubricant recommended and the recommended frequency of lubrication.

The information on the chart (s) shall be developed from manufacturers' printed data or from manufacturers' specific recommendations.

The identification of the lubricant by manufacturer's name and product identification number (such as Mobil S421) shall be furnished to the Owner.

The Contractor shall relubricate, change and add lubricants, at the intervals or frequency as recommended by the manufacturer and following the initial operation of the equipment until Acceptance of the Work.

GENERAL CONDITIONS

SECTION 14 – SUBMITTALS, SHOP DRAWINGS AND SAMPLES

14.01 SUBMITTALS

The Contractor shall submit documentation, shop drawings, and samples as required by the Contract Documents, with such promptness and in such sequence as to cause no delay in the Work. Such submittals shall include all information required or specified in the Contract Documents, and at a minimum, include manufacturer or vendor name and a full description of the material.

14.02 ACCEPTANCE OF MANUFACTURERS OR VENDORS

No awards shall be made by the Contractor, and no work under any item shall proceed, until acceptance of the manufacturer or vendor has been given by the Engineer. Such acceptance will be on the basis of the manufacturer's or vendor's experience and reputation and will not imply that the submittal, shop drawings or samples for the item will be acceptable. Review of shop drawings for an item will depend upon full compliance with the Contract Documents as demonstrated by material submitted.

14.03 ELECTRICAL INTERCONNECTIONS

Where the Project includes electrical equipment and electrical control systems and where the Work of the Project involves more than one Contractor, it shall be the responsibility of the Electrical Contractor to coordinate and complete power, control, and electrical signal interconnections for all equipment included in the Project.

14.04 SUBMITTAL REQUIREMENTS

Information, data, and shop drawings shall be submitted to the Engineer for each item as required in the Contract Documents. Submittals shall be made two weeks in advance of the time when items included therein are to be incorporated into the Work to permit review, necessary revisions, and resubmittals without causing a delay in the performance of the Work.

Shop drawings shall present complete and accurate information relative to all working dimensions, equipment weights, assembly, and section views, and all necessary details pertaining to coordinating the Work of the Contract, lists of materials and finishes, parts lists and the description thereof, lists of spare parts and tools where such parts or tools are required, and any other items of information that are required to demonstrate detailed compliance with the Contract Documents. Drawings for electrical equipment shall include elementary and interconnection diagrams.

Each shop drawing submitted shall be presumed to have been reviewed by the Contractor before being submitted to the Engineer. The Contractor's submittal of a shop drawing shall constitute its representation that the Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers, and similar data and that it has reviewed or coordinated each shop drawing with the requirements of the Work and the Contract Documents.

Unless otherwise permitted in specific cases, all submittal data shall be transmitted to the Engineer by the Contractor.

Each submittal shall indicate the following:

- (a) Project name and contract number
- (b) Manufacturer of the equipment
- (c) Notation as to whether original submittal or resubmittal
- (d) Date received by Contractor from manufacturer or vendor
- (e) Data submitted to Engineer

Each Submittal shall be accompanied by a transmittal letter indicating the item or items submitted, with particular

reference to the Material and Performance sections. The transmittal letter shall also indicate whether the Submittal constitutes a complete set of data and information for the item, a partial set of data and information for which additional Submittals are to be expected by the Engineer, or a partial set of data and information to complete a previous Submittal. In any case, the Contractor shall indicate by the transmittal letters when the Submittals for an item are intended to be complete.

Unless otherwise stated in the Special Provisions, the Contractor shall forward at least five (5) copies of Submittal information and data to the Engineer for review. This number includes one for return to the Contractor. If the Contractor desires more than one copy returned to it, the Contractor shall submit, with the initial and any subsequent transmittals, the additional number desired up to a maximum of three copies.

If the Engineer requires additional copies, he will so inform the Contractor upon return of the material noted as "Reviewed." Additional copies of "Reviewed" shop drawings will be requested in the cases where the subject matter shown thereon requires coordination of two or more prime Contracts. Copies of such information when received, will be retransmitted by the Engineer.

A current file of "Reviewed" shop drawings will be maintained by the Engineer and, where so stated in the Special Provisions, said current file of "Reviewed" shop drawings will be at the job site. Any contractor may have access to said "Reviewed" shop drawing file during normal office hours. It shall be the responsibility of each contractor to avail itself of information in said "Reviewed" shop drawing file and to be aware of coordination requirements involving its work in the event it does not received appropriate submittals from the Engineer.

14.05 ENGINEER'S REVIEW OF SUBMITTALS

The Engineer's review of Submittals is for general compliance with the Contract Documents and is not a complete check on the method of assembly, erection, or construction. Such review shall in no way be construed as permitting any departure whatsoever from the Contract Documents, except where the Contractor has previously requested and received written approval of the Engineer for such departure.

Engineer review of Submittals will be limited to completed Submittals except where review of a partial submittal is specifically requested by the Contractor and where such review of a partial submittal is necessary for timely completion of the Work of the Contract. Where information or data of related items are necessary for review of a particular submittal, the Engineer will so inform the Contractor, who will promptly submit such information or data of said related items.

Submittals will be acknowledged by the Engineer as follows:

- (a) "Reviewed," if no change or rejection is made. All but four copies of the submitted data will be returned.
- (b) "Reviewed and Noted," if minor changes or additions are made but resubmittal is not considered necessary. All but four copies of the submitted data will be returned and all copies will bear the corrective marks.
- (c) "Resubmit," if the changes requested are extensive or if retransmittal of the submittal to another Contractor is required. In this case, the Contractor shall resubmit the items after correction, and the same number of copies shall be included in the resubmittal as in the first submittal. Two copies will be returned to the Contractor.
- (d) "Rejected," if it is considered that the data submitted cannot, with reasonable revision, meet approval or when the data submitted are not sufficiently complete to establish compliance with the Contract Drawings and Specifications. Two copies will be returned to the Contractor.

14.06 RESUBMITTALS

Any changes, other than those indicated as requested, made in drawings or other data shall be specifically brought to the attention of the Engineer upon resubmittal. Changes or additions shall not be made in, or to, "Reviewed" data without written notice to the Engineer or his approval.

If the Engineer does not accept a resubmittal of the information or data for an item, the Contractor shall submit the name of another manufacturer or vendor to supply the item required in accordance with Section 14.02. Should progress of the Work be delayed by the changing of the manufacturer or vendor, such a cause will not be considered an extenuating circumstance beyond the control of the Contractor, and charges for delay if otherwise applicable, will be levied.

14.07 SAMPLES

Samples shall be submitted to the Engineer as required in the Contract Documents. The samples shall be properly identified by tags and shall be submitted sufficiently in advance of, and no less than two weeks prior to, the time when they are to be incorporated into the Work to permit review, necessary revisions, and resubmittal without causing a delay in the performance of Work.

GENERAL CONDITIONS

SECTION 15 – TEMPORARY SERVICES

15.01 TEMPORARY HEAT

The Contractor shall provide and be responsible for maintaining heat by means of portable electric, oil, or gas-fired units necessary to complete the Work. The Contractor shall provide all fuel and electricity used in heating temporary facilities and shall provide proper smoke pipes, vents, chimneys or other means to prevent smoke from marking walls, ceilings or other parts of the Work.

The Contractor shall provide the necessary wiring and power for temporary heating facilities.

The cost of such temporary heat shall be included in the Bid.

15.02 TEMPORARY LIGHT AND ELECTRICAL POWER

The Contractor shall provide and be responsible for maintaining light and electrical power necessary to complete the Work, and for making all necessary arrangements therefor, including all required connections, metering and paying of fees and inspection charges.

The cost of such temporary light and electrical power shall be included in the Bid.

15.03 TEMPORARY WATER SERVICE

The Contractor shall provide and maintain temporary water service, potable, and non-potable water or service on the Site of the Work suitable for all operations under the Contract, and to make all necessary arrangements therefor. The cost of such water service shall be included in the Bid.

15.04 SANITARY FACILITIES

The Contractor shall provide and maintain enclosed, sanitary facilities on the job site for the use of the workmen. The Contractor shall require that its workmen use the facility. Such facilities shall comply with all local and State environmental agencies and the Department of Health.

15.05 REMOVAL OF TEMPORARY FACILITIES

The Contractor shall be responsible for removal of all temporary facilities and connections that are not intended to become a permanent part of the Work. The cost of such removal shall be included in the Bid.