

2024 BEACON STP ADMINISTRATION BUILDING RE-ROOFING

**Contract Documents
&
Technical Specifications**

**CITY OF BEACON
DUTCHESS COUNTY, NEW YORK**

**COB Bid No. 2024-011
COB Contract No. 2024-XXX**

Contractor's Signature **Date**

**Consulting Engineers
Lanc & Tully
Engineering and Surveying, P.C.
P.O. Box 687
Goshen, NY 10924**



October 2024

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2024

PLAN SET TITLED "STP Admin Roof Replacement", consisting of 2 Sheets

ADVERTISEMENT FOR BIDS

2024 Beacon STP Administration Building Re-Roofing City of Beacon, Dutchess County, New York

Separate sealed bids will be received by the City of Beacon in City Hall at One Municipal Plaza, Beacon, New York, until 10:00 a.m. on November 1, 2024, and then at said office publicly opened and read aloud. Bids are requested for:

2024 BEACON STP ADMINISTRATION BUILDING RE-ROOFING City of Beacon, Dutchess County, New York

GENERAL CONTRACT

Work includes abatement of small area containing asbestos within the tar on and around a vent stack, removal of the existing roofing systems on the upper and lower roofs, and installation of new 30-warranty EPDM roof system on both roofs.

Documents may be obtained via electronic means from: Proposals and Bid Notices – City of Beacon (beaconny.gov), Bidnet, NYS Contract Reporter. Paper Copies of the Contract Documents and Plans may be obtained at Lanc & Tully Engineering and Surveying, P.C., 3132 Route 207, Campbell Hall, NY 10916. Phone (845) 294-3700, between the hours of 9:00 am and 3:00 pm, starting on October 21, 2024. Persons shall leave name, correct mailing address, phone, fax and email address, along with a \$50.00 deposit for each set of documents and plans. The deposit shall be in the form of check or money order ONLY, for each set and shall be drawn payable to the City of Beacon. Addenda, if any, will be issued on line at the above noted sites and to those persons whose name and address are on the record as having obtained the contract documents.

The City of Beacon reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to reject any or all bids, to request additional information from any Bidder, to re-advertise for new bids or to accept the whole or part of any bid which in the opinion of the City Council of the City of Beacon is in the best interest of the City of Beacon. The City of Beacon will not discriminate against bidders because of race, creed, color, national origin, sex, age, disability, or marital status. **Every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course, in accordance with Labor Laws. Every worker doing abatement shall be certified/licensed to perform such work.**

Each bidder must deposit with their bid a bid security in the proper amount and form, as described and provided in the Information to Bidders and Non-Collusive Certificate.

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Beacon, Dutchess County, New York (herein, called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Envelopes containing the bids must be sealed, addressed to: City of Beacon, City Hall, One Municipal Plaza, Beacon, New York 12508 and designated as **2024 Beacon STP Administration Building Re-Roofing** must be actually received not later than the time and the date specified in the Advertisement for Bids.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or by typewriter. In addition to the prescribed for, each bid must be accompanied by the following:

1. Required Bid Security
2. Information Sheet
3. Conflict of Interest Statement
4. Reference Sheet
5. Non-Collusive Bidding Certificate
6. Statement of Bidder's Qualifications
7. Certification of Limited Foreign Involvement
8. Sexual Harassment Prevention Policy Certification
9. Iran Divestment Act Compliance Certification

Each envelope containing a bid must bear on the outside the name and address of the bidder, 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 above. The Contractor assumes the risk of any error or delay in the delivery of its bid by whatever delivery means it chooses (e.g. mail, hand delivery, courier, overnight service or other means) including the handling of mail by employees of the City of Beacon.

The Contractor shall not include in the bid any sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials which are to be incorporated in the work. The City has a tax exemption number and forms which will be made available to the successful bidder to the extent permitted under the present applicable statutes.

No bids will be accepted unless the Non-Collusive Bidding Certificate provided in these specifications is properly executed and submitted with the bid, as required by the General Municipal Law.

3. BID MODIFICATION AND WITHDRAWAL

Any bidder may modify or withdraw its bid by written communication at any time prior to the opening of bids, provided such communication is received by the Owner prior to the opening, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the opening time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the opening of bid time, no consideration will be given to the modification.

4. METHOD OF BIDDING

A. The bid is unit price per item.

B. Lowest Bidder

Bids will be compared on the basis of the correct totals of the schedule of quantities comprising all items at the unit and lump sum prices bid for these items. The lowest bidder under each Contract will be that Bidder whose Bid totals the lowest number of dollars as determined above.

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the Multiplication of units of Work and unit prices will be resolved in favor of the Unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

When numbered Alternate Bid items are required, the lowest Bidder is the Bidder whose Bid for the Alternate or combination of Alternates, selected by Owner, is the lowest. It shall be understood that the Owner reserves the right to select any alternate or combination of Alternates.

The alternate Bid Items are provided because of the City of Beacon's budgetary constraints and to achieve the economy of scale.

5. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder or a bid bond prepared on the Bid Bond Form attached, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, in the amount of 5% of the total contract bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at anytime thereafter, as long as he has not been notified of the acceptance of his bid. Bid Security shall be made payable to the City of Beacon.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with this bid, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain as a result of the failure or refusal to execute and deliver the contract and bonds as required in this paragraph. This sum is not to be construed in any sense as a penalty but as a good faith measure of the economic injury to the Owner which otherwise is impractical to calculate.

7. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing and emailed to Lanc & Tully, P.C., jdr@lanctully.com and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the various websites not later than three to five working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

8. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond in amounts equal to 100% of contract price, as security for faithful performance 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, as specified in the General Conditions included herein. **Each bond shall state "The amount of the bond shall be adjusted to reflect the effect of any changes ordered by the owner by a Written Amendment, a Change Order, or a Work Change Directive".** The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, and shall be prepared on the forms found in these contract documents.

9. WARRANTY AND GUARANTEE

The Contractor shall warrant and guarantee all his work and material for a period of two years after final acceptance by the Owner in accordance with the General Conditions. The Owner shall retain 5% of the total completed works cost during this **two-year** period unless the Contractor provides an acceptable Maintenance Bond in the same amount, or unless his Performance Bond covers this two-year period. Contractor shall also acquire a 30-year warranty from the roofing manufacturer for the roofing system installed.

10. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the Technical Specifications and to have read and to be thoroughly familiar with the contract documents. 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 his bid. The lowest bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

11. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

13. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to complete all work, no later than 30 calendar days after the date specified in the Notice to Proceed.

Bidder must agree to pay in accordance with the following schedule for each consecutive calendar day the project completion extends past the completion date, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain per diem by the failure of the Bidder to complete the work in the time stipulated, and this sum is not to be construed in any sense as a penalty but a good faith measure of the economic injury to the Owner which is otherwise impractical to calculate.

Original Contract Amount		Liquidated Damages Per Day
From More Than	To and Including	
\$0	\$25,000	\$575
\$25,000	\$50,000	\$600
\$50,000	\$100,00	\$725
\$100,000	\$500,000	\$825
\$500,000	\$2,000,000	\$1,025

14. 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 in full.

15. ADDITIONS AND DELETIONS

The Owner may elect to delete from the contract any portion of the work or material described. Any major alterations, either subtractions or additions, will be made prior to the contract award.

16. INSURANCE

During the life of the contract, the Contractor shall maintain in full force and effect the following.

1. Workers Compensation Insurance and New York State Disability Insurance in conformity with the applicable laws of the State of New York.
2. Contractor's Comprehensive General Liability and Property Damage Insurance.
3. Contractor's Protective Comprehensive General Liability and Property Damage Insurance in his own name and for Sub-contractor operations.
4. Contractor's Protective Comprehensive General Liability and Property Damage Liability Insurance in the name of the Owner.
5. Bodily Injury Liability and Property Damage Liability Insurance for all automotive equipment utilized for this contract.

The Contractor shall furnish to OWNER Certificates of Insurance as evidence of coverage prior to commencement of the PROJECT and naming the OWNER and ENGINEER as Additional Insured on a primary and non-contributory basis. Waiver of Subrogation in favor of the OWNER is to be included. The Contractor shall provide thirty (30) days written notice to the OWNER, by registered mail with return receipt requested, prior to cancellation or expiration of the policy. Policies that lapse and/or expire during term of work shall be recertified and received by the OWNER no less than thirty (30) days prior to expiration or cancellation. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

DATE: _____

BID NAME: _____

INFORMATION SHEET

NAME OF BIDDER: _____

ADDRESS: _____

TYPE OF ENTITY: Corp _____ Partnership _____ Individual _____

If a non-publicly owned Corporation:

NAME OF CORPORATION: _____

List Principal Stockholders, holding over 5% of outstanding shares:

LIST OFFICERS: _____

LIST DIRECTORS: _____

DATE OF ORGANIZATION: _____

If partnership:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

****If the business is conducted under an assumed name, a copy of the Certificate required to be filed under the New York General Business Law must be attached.****

**CITY OF BEACON
CONFLICT OF INTEREST STATEMENT**

VENDOR'S NAME: _____

SIGNATURE REQUIRED: _____

Print Name

DATE: _____

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the Board of Directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Purchasing Agent.

"The submission of this constitutes a certification that no City Officer has any interest therein. (Note: In the event that any City Official has any such interest, the full nature thereof should be disclosed below.)"

REFERENCE SHEET

All bidders will be required to complete this form providing three references of past performance of similar projects. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 12 months. The City reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

If references have been filed with the City of Beacon Purchasing Department during the last 12 months, it will not be necessary to complete this form. Indicate filing date on the line provided.

BIDDER'S NAME: _____

DATE FILED: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

STATEMENT OF BIDDERS QUALIFICATIONS

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Answer all questions in a clear and comprehensive manner. This form must be completed in full and sealed (if corporation) or signed by all partners. The bidder may submit any additional information he/she desires.

NOTE: THIS STATEMENT MUST BE NOTARIZED.

SUBMITTED BY:

Name of Bidder: _____

Federal Identification Number: _____

Permanent Principal Office Address:

Corporation ___ Partnership ___ Individual ___ Joint Venture
Other

1. Date When Firm Organized:
2. State of incorporation:
3. How many years has your organization been engaged in contracting under your present firm or trade name?
4. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
5. Has any office or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? _____ If so, state circumstances:

9. Experience in work similar in scope and scale to this project:
10. List the construction experience of the principal individuals of your organization:
11. Trade References:
12. Bank References:

State of New York Name of Bidder:

County of () Date:

On this _____ day of _____, 202__ before me came

_____ to me known to be the individual(s)

described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

County

**BIDDER'S CERTIFICATION OF
LIMITED FOREIGN INVOLVEMENT**

(Completion of this statement is required in advance of consideration for award of this contract.)

SUBMITTED TO:

SUBMITTED FOR:

SUBMITTED BY:

Name: _____
(print or type name of bidder)

A Corporation / A Partnership / An Individual / A Joint Venture

Address: _____

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements made hereinafter.

1. The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offeror will not provide any product of a country included on the USTR list.

(print or type name of bidder)

(Seal, if Corporation)

By: _____

Title: _____

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH NEW YORK STATE DEPARTMENT OF LABOR
SEXUAL HARASSMENT PREVENTION POLICY**

Pursuant to New York State Labor Law §201-g, every employer shall adopt a model sexual harassment prevention policy promulgated pursuant to this subdivision or establish a sexual harassment prevention policy to prevent sexual harassment that equals or exceeds the minimum standards provided by such model sexual harassment prevention policy.

Pursuant to New York State Finance Law §139-1, every bid hereafter made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury:

BIDDER'S CERTIFICATION

By submission of this bid, _____
(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 §201-g of the Labor law."

_____ further represents that it has adopted a sexual harassment prevention policy ('policy') and that it provides annual sexual harassment prevention training to its employees as required by and consistent with the regulations promulgated by the New York State Department of Labor. _____ agrees to provide a copy of the policy to _____ upon request.

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this ___ day of _____, 20 ___

Notary Public

*BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT
ACT*

Pursuant to General Municipal Law §103-g, which generally prohibits the City of Beacon from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, _____, New York, 20 __

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this ___ day of _____, 20 __

Notary Public

BID FORM

**2024 Beacon STP Administration Building Re-Roofing
City of Beacon, Dutchess County, New York**

This Bid is submitted to:

CITY OF BEACON CITY HALL
ONE MUNICIPAL PLAZA
BEACON, NEW YORK 12508

By: _____
(Name of Contractor)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Technical Specifications for the Contract Price and within the Contract Time indicated in the accordance with the other terms and conditions of the Contract Documents. The terms and conditions of the Contract Documents shall become enforceable upon the adoption of a Resolution by the City Council to award the Contract to the selected BIDDER.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the specified number of calendar days after the day of Bid opening as stated in the Information for Bidders. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements also as specified in the Information for Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents, the Advertisement for Bids, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

Date Received

Addendum Number

4. BIDDER has familiarized itself with the nature and extent of the Contract Documents, technical specifications, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

BID FORM - *continued*

5. BIDDER agrees that the Work will be complete in accordance with the Contract Documents within the number of calendar days indicated in the Agreement and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a Condition of this Bid:
- A. Required Bid Security in the form of: (check appropriately)
 - 1. 5% Bid Bond _____
 - 2. Certified Check _____
 - 3. Cash _____
 - B. Non-Collusion Bidding Certification
 - C. Information Sheet
 - D. Conflict of Interest Statement
 - E. Reference Sheet
 - F. Statement of Bidder's Qualifications
 - G. Certification of Limited Foreign Involvement
 - H. Sexual Harassment Prevention Policy Certification
 - I. Iran Divestment Act Compliance Certification
7. Communications concerning this Bid shall be addressed to the BIDDER at the following address:
- _____
- _____
- _____
8. The terms used in this Bid are defined and have the meanings assigned to them in the General Conditions.
9. The UNIT PRICES shall include all of the Contractor's Costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, etc.
10. **The approximate quantities of work to be performed under the proposed contract are set forth in the Bid Form. These quantities are to be considered as approximate only and are given solely for the comparison of bids. The Owner does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as may be deemed necessary by the Engineer. The Contractor shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of work actually done, or of material actually furnished, and the estimated quantities. The Contractor will be paid only for the actual quantities of work performed at the Contract Unit Price bid.**

**2024 BEACON STP ADMINISTRATION BUILDING RE-ROOFING
CITY OF BEACON, DUTCHESS COUNTY, NY
COB Bid No. 2024-011**

All items are *complete items* & include remediation/abatement, furnishing, installation, labor, equipment, etc., unless mentioned otherwise in this Bid Form.

BIDDER will complete the BASE BID work on **2024 Beacon STP Administration Building Re-roofing** using the following unit prices:

Item #	Item Description	Unit	Est. Qty (Column A)	Material Cost Only Per Unit	Total Price Per Unit (Material, Labor, Installation, etc.) (Column B)	Total Amount (Column A x Column B)
1	Bonds and Insurance	LS	1			
2	Abatement of area as outlined in the contract and environmental report. Includes disposal of all abated material.	LS	1			
3	Removal of existing roofing from upper roof. Includes disposal of all materials.	LS	1			
4	Removal of electrical motor, vent fan, and all electrical components and wiring where called out on the plans. Includes disposal of all materials and wastes.	LS	1			
5	Removal of existing roofing and flashing from lower roof. Includes disposal of all wastes.	LS	1			
6	Repair of roof opening where electrical motor and vent fan was removed. Includes disposal of all wastes.	LS	1			

2024 BEACON STP ADMINISTRATION BUILDING RE-ROOFING
City of Beacon, Dutchess County, NY
COB Bid No. 2024-011

Item #	Item Description	Unit	Est. Qty (Column A)	Material Cost Only Per Unit	Total Price Per Unit (Material, Labor, Installation, etc.) (Column B)	Total Amount (Column A x Column B)
7	Installation of new EPDM roofing system on upper roof with a 30-year warranty. Includes air/vapor barrier, insulation with a minimum rating of R-33 tapered towards roof drains, EPDM roofing, termination with flashing, all required adhesives, re-setting and sealing of roof drains, boots/pockets for vent pipes, disposal of all wastes and all else incidental and necessary to complete the work.	LS	1			
8	Installation of new EPDM roofing system on lower roof with a 30-year warranty. Includes air/vapor barrier, insulation with sloped to drain towards end of roof, EPDM roofing, termination and flashing, all required adhesives, disposal of all wastes and all else incidental and necessary to complete the work.	LS	1			
9	Protection of exposed roofing areas (upper and lower roofs) from inclement weather during the installation of the new roofing systems.	LS	1			
TOTAL (Base Bid)						

Total BASE BID (in words) Price for *2024 Beacon City Hall Exterior Stair Replacement* (Item Nos. 1 - 9):

IF BIDDER is:

INDIVIDUAL

By _____

[Seal]

(Individual's Name)

doing business as _____

Business address: _____

Telephone #: _____

PARTNERSHIP

By _____

[Seal]

(Firm Name)

(General Partner)

doing business as _____

Business address: _____

Telephone #: _____

CORPORATION

By _____

[Corporate Seal]

(Corporation Name)

(State of Corporation)

By _____

(Name of Person Authorized to Sign)

(State of Corporation)

Attest: _____

(Secretary)

Business address: _____

Telephone #: _____

JOINT VENTURE

By _____

(Name)

(Address)

By _____

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Beacon Address <i>(principal place of business)</i> : 1 Municipal Plaza Beacon, NY 12508	Bid Project <i>(name and location)</i> : Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

NON-COLLUSIVE BIDDING CERTIFICATION
(General Municipal Law 103-d)

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:
2. Unless otherwise required by law, the prices which have been quoted in this bid have not 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 a bid for the purposes of restricting competition.

The foregoing statement has been read and subscribed by the undersigned bidder and is hereby affirmed as true under the penalties of perjury.

Company Name

Name & Title

[Seal]

Signature

Address

City & State

Telephone Number/Facsimile Number

E-Mail Address

Federal ID Number

Date

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, made and executed this _____ day of _____, 2024 by and between the City of Beacon, a municipal corporation and city of the State of New York, with principal offices at 1 Municipal Plaza, Beacon, New York 12508 (the "City") and _____, with principal offices at _____ (the "Contractor").

WHEREAS, the City solicited bids for 2024 BEACON STP ADMINISTRATION BUILDING RE-ROOFING; and

WHEREAS, the Contractor submitted a bid in response to the solicitation;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK

The Contractor shall perform all work and furnish all services, labor, material and equipment described in and required by the Request for Bids ("RFB") issued by the City, a copy of which is attached hereto as Attachment A. Project consists of the abatement of asbestos containing tar, removal of existing roofing system on upper and lower roofs, installation of new EPDM roofing system on both roofs, and supplying of a 30-year warranty from the roofing manufacturer for the system installed. The Contractor shall perform all work and furnish all services, labor, material and equipment in accordance with the specifications and conditions included in and/or attached to the RFB, unless otherwise specifically stated in this Agreement. The Contractor must satisfy the performance requirements, if any, contained in the RFB and in the technical specifications attached to the RFB. The Contractor represents that it has the requisite knowledge and skills to perform the all work and furnish all services, labor, material and equipment described in and required by the RFB (See Attachment A).

The Contractor must comply with the prevailing wage rates that are applicable to the labor and services to be provided. All wages and supplements paid to laborers performing any work pursuant to this Agreement shall be paid not less than the wages and supplements in the applicable New York State Department of Labor ("NYSDOL") Prevailing Wage Schedule for Dutchess County, specifically Prevailing Wage Schedule PRC# 2024012785. New York State Prevailing Wage Rates are subject to change annually on July 1st. The Contractor must comply with the wages and supplements posted by NYSDOL July 1st every year. If federal grant monies are funding any of the work to be performed or any of the services, labor, materials or equipment to be furnished, the Contractor also must comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., as supplemented by regulations of the U.S. Department of Labor, 29 CFR Part 5, which requires the Supplier to pay wages to laborers and mechanics at a rate not less than prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. The Contractor must pay wages not less than once a week.

ARTICLE 2: TIME OF PERFORMANCE

The Contractor shall perform all work and furnish all services, labor, material and equipment described within the time stated in the RFB, unless otherwise stated herein, subject to any adjustments authorized through an amendment of this Agreement. Upon issuance of Notice to Proceed, Contractor shall have 30 calendar days to complete the scope of work. Time is of the essence for all work, services, material and equipment to be performed pursuant to this Agreement as described in Article 1 herein and as described in the RFB (See Attachment

A). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The Date of Final Completion is the date all of work, services, labor, material and equipment required under the Contract Documents is completed, all required materials, equipment and documents required by the Contract Documents have been delivered to the City (e.g., Record Drawings, O&M manuals, etc.), and all applicable licenses, permits, certificates, or approvals have been obtained for the City's beneficial use of the work, services, labor, material and equipment required under the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

The following documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein and shall be referred to herein as the "Contract Documents":

1. This Agreement.
2. Amendments to this Agreement that are mutually agreed upon by the parties.
3. The City's Request for Bid with all Addenda (Attachment A), including but not limited to any instructions for the bidders, bidding procedures and requirements, qualifications of bidders, specifications, technical specifications, drawings, conditions (general, supplementary and any other conditions) included therein and any Bid Addenda issued prior to the bid opening.
4. All other attachments to this Agreement.

In the event of any conflict among the provisions of the Contract Documents or between the Contract Documents and any applicable standard, code, statute, regulation or ordinance, those provisions most favorable to the City shall govern. In the event of any conflict among the provisions of the Contract Documents or between the Contract Documents and any applicable standard, code, statute, regulation or ordinance, the Contractor shall notify the City of same, comply with the more stringent requirement and comply with the City's interpretation. Where there is a conflict in quantity, unless otherwise directed by the City, the Contractor shall provide the greater quantity. Where there is a conflict in quality, unless otherwise directed by the City, the Contractor shall provide the superior quality.

This Agreement, including all of the Contract Documents, represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral, with respect to the subject of this Agreement.

ARTICLE 4: COMPENSATION

For the above-described Scope of Work (see Article 1), the City shall pay the Contractor a sum not to exceed \$ _____, subject to any adjustment authorized through an amendment of this Agreement. This lump sum includes all costs, expenses, overhead and profit of the Contractor and no other compensation shall be due for the work performed, unless this sum is adjusted through an amendment of this Agreement.

Payment of any invoice or claim shall not preclude the City from making a claim for adjustment on any item found not to have been in accordance with the Contract Documents.

The Contractor shall submit invoices and payment requisitions by the 10th of each month for the percentage of the work performed and labor, materials and equipment furnished in the prior calendar month, which invoices must be supported by the following documentation:

- a. Invoice must reference purchase order number issued to the Contractor by City;
- b. Certified payroll(s); and
- e. Any other documentation required by the Contract Documents or requested by the City to confirm the work performed and labor, materials and equipment furnished.

Payment will be made after receipt of an invoice with all required supporting documentation in accordance with the terms of the RFB (Attachment A). If payment of invoices is not addressed in RFB, then replace prior sentence with: Payment will be made within thirty (30) days after receipt of an invoice with all required supporting documentation less five percent of the sum earned. The five percent retainage shall be paid in the final payment when all work has been performed and all services, labor, material and equipment furnished in accordance with the Contract Documents.

ARTICLE 5: AGREEMENT TERMINATION

The City may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the City that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The City may also terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice.

Upon receipt of a notice of termination, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon termination of the Agreement for the City's convenience, the Contractor shall be entitled to compensation for all work performed and all services, labor, material and equipment furnished prior to the termination date as reasonably determined by the City. Such payment shall not exceed the fair value of the services provided hereunder. Upon termination of the Agreement by the City for cause, the Contractor shall be entitled to compensation for all work performed and all services, labor, material and equipment furnished in accordance with the Contract Documents less any damages and/or expenses incurred by the City as a result of the Contractor's acts or omissions in the performance of this Agreement as reasonably determined by the City. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INSPECTION

The City shall have the right to inspect the work performed by the Contractor and the services, materials and equipment furnished by the Contractor at all times, but such inspection shall not relieve the Contractor of responsibility for the proper performance of the Scope of Work (see Article 1).

ARTICLE 7: INDEMNIFICATION

To the maximum extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and its respective elected officials, officers, agents, and employees from and against any and all losses, damages, detriments, suits, claims, demands, liabilities, costs and charges, including reasonable attorneys' fees and disbursements that (1) arise directly or indirectly from or are in any way related to the performance under this Agreement, (2) to the extent they arise from any negligent act or omission of the Contractor and/or its contractors, employees, volunteers or subcontractors; or (3) result from any default of this Agreement or any provision hereof by the Contractor. The Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws. The terms of this Article 7 shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law. The obligation of the Contractor to indemnify any party under this Article 7 shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor.

If any action by the Contractor or its employees, consultants, contractors, or subcontractors results in damage to the real or personal property of the City, the Contractor shall repair or cause to be repaired such damage at its sole cost and expense.

The Contractor shall defend and hold the City harmless against any and all claims and suits based on a claim that the operation of any equipment furnished by the Contractor infringes on any U.S. patent under which the City is not licensed.

ARTICLE 8: APPLICABLE LAW

The Contractor, at its sole cost and expense, agrees to comply with all applicable local, state, and federal laws, statutes, ordinances, regulations, rules, requirements and orders relating to work to be performed and the services, labor, materials and equipment to be furnished pursuant to this Agreement and the Contract Documents. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 9: ASSIGNMENT

The Contractor shall not make any assignment, transfer, conveyance, sublet or otherwise dispose of all or any part of its rights and obligations under this Agreement without the prior written consent of the City.

ARTICLE 10: AMENDMENTS

All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the City and the Contractor. Further, such amendments or changes shall be in writing and signed by officials with the authority to bind the City. Additionally, all amendments and changes shall be approved by the City prior to execution.

No amendment or change to the Agreement provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

ARTICLE 11: INSURANCE AND BONDS

The Contractor shall be responsible to the City or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees, or agents in the performance of, or as a result of, the performance of this Agreement. The Contractor hereby certifies that the Contractor and any subcontractors retained or to be retained, with the consent of the City, by the Contractor have and shall maintain the types and amounts of insurance set forth in this Article 11 and such insurance complies with the terms and conditions set forth in this Article 11.

A. Insurance Requirements.

1. No work shall commence and the City has the option to void this Agreement unless the Contractor, at its sole cost and expense, shall secure and deliver a certificate(s) of insurance dated within five (5) days of the date of the signing of this Agreement and showing that the required insurance coverage is in effect and has been obtained from an insurer that is admitted and licensed to issue insurance and to do business in New York State. The Contractor shall maintain such insurance coverage as will protect itself, its subcontractors, and unless otherwise specified, the City, its agents, servants and employees, the Project Architect and/or Engineer(s), and Dutchess County Community Development as additional named insureds, from any all claims for Bodily Injuries, Death or Property Damage which may arise from operations under this Agreement whether such operations be by the Contractor or by any subcontractor or anyone employed by the Contractor directly or indirectly, or any other party who may be injured, claim injuries or die.
2. The Contractor shall furnish original, signed/notarized Certificates of Insurance in duplicate, with the project name and number (if any) stated on the certificates and submit prior to the beginning performance under this Agreement. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy, automotive and excess liability/umbrella policies. The coverage and amounts below are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.
3. Worker's Compensation at statutory limits. New York State Disability Insurance and Paid Family Leave for all employees in New York. Employers' Liability for all employees in New York in an amount not less than \$500,000.00.
4. Commercial General Liability and Contractual Liability insurance to be provided on an "occurrence" basis, with coverage to include explosion, collapse and underground hazards (XCU). Blanket Contractual Products, Independent Contractors Completed Operations, Personal Injury, and Employees as additional insured, with limits of coverage to be:
 - a. Bodily Injury, Property Damage and Personal Injury Limits:

- 1) \$1,000,000 each occurrence (Bodily Injury and Property Damage)
- 2) \$2,000,000 General aggregate
- 3) \$2,000,000 Products and Completed Operations Aggregate
- 4) \$1,000,000 Personal and advertising injury

b. Aggregate shall apply to this project only (aggregate not to include other projects) and must be identified as such on the certificate of insurance.

5. Automotive Liability insurance including owned, non-owned, borrowed and hired automobiles with limits of coverage to be \$1,000,000 each occurrence for bodily injury and property damage (insurance on automobiles of subcontractors and material suppliers must meet the same requirements).
6. Umbrella/Excess Liability to provide insurance in excess of Employer's Liability, Commercial General Liability, and Automobile Liability policies required hereunder in the amount of \$1,000,000 each occurrence and in the aggregate.
7. The Contractor is responsible for insuring its own equipment, tools, and real and personal property.
8. Liability Insurance under a "claims-made" policy is not acceptable. Coverage must be provided on an "occurrence" basis.
9. Waiver of Subrogation: The Contractor waives all rights against the City and its agents, officers, directors and employees for recovery of damages to the extent the damages are covered by commercial general liability, umbrella liability, auto liability or workers compensation and employer's liability insurance maintained per requirements stated above.

B. Payment and Performance Bonds

1. The Contractor shall, at its cost and expense, furnish bonds in the amount of 100 percent of the amount to be paid pursuant to this Agreement (the "Contract Sum") covering the faithful performance of this Agreement and the payment of all obligations arising thereunder, in such form as the City may prescribe in this Article 11 and with such sureties as the City may approve. If the Contract Sum changes, the value of the bonds shall be adjusted to match the Contract Sum. The amount of the payment and performance bonds shall remain in full force and effect during the term of any warranty or guarantee to be furnished hereunder, and in no event for a period of less than one year following the issuance of final payment. The Contractor shall keep the surety informed of any and all changes in the amount of this Agreement. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety insurance/bonds in New York State.
2. No work shall commence and the City has the option to void this Agreement unless the Contractor, at its sole cost and expense, shall secure and deliver to the City payment and performance bonds that comply with the requirements of this Article 11 and the Contract Documents within five (5) days of the date of the signing of this Agreement. The attorney in fact who executes the

required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney.

3. The bonds shall be written on EJDC Document C-610-2018 Performance Bond and C-615-2018 Payment Bond and shall contain the following provisions in the modifications section of each bond or contain the following provisions in a rider attached to each bond that is referenced in the modifications section of each bond (for purposes of this paragraph Owner refers to the City and Contractor refers to the Contractor):
 - .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
 - .2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have fifteen (15) days after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within fifteen (15) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner.
 - .3 Any proceeding, legal or equitable, under the Payment Bond may be instituted in any court of competent jurisdiction in the County of Dutchess in the State of New York and shall be instituted within three years after termination by the Owner of the Contractor's contract or within three years after final completion by the Contractor. In the event the Contractor files for bankruptcy, the commencement of the three year period shall not start to run until the bankruptcy proceeding is finalized or the Owner obtains relief from an automatic stay, whichever is later.
3. The Contractor shall keep its surety informed of the progress of the Scope of Work, and, when necessary, obtain the surety's consent to, or waiver of: (1) request for reduction or release of retainage; (2) request for final payment; and (3) any other material required by the surety. The City may, in the City's sole discretion and without prior notice to the Contractor, through the Project Architect/Engineer or directly, inform the Contractor's surety of the progress of the Contractor's work and obtain consents as necessary to protect the City's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with this Agreement.
4. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds and consents to the City or the Project Architect/Engineer furnishing a copy of the bonds to the potential beneficiaries upon request.

ARTICLE 12: INDEPENDENT CONTRACTOR

The Contractor and all its employees, officers, directors, associates, consultants, subcontractors, and agents shall be independent contractors to the City and shall not claim or receive any benefit or privilege conferred to the City employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefit. The City shall not be responsible for the Contractor's compliance with any local, state, or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for the Contractor or any employee, officer, director, associate, subcontractor, consultant or agent thereof. The Contractor will indemnify the City for any tax liability, interest, and/or penalties imposed upon the City by any taxing authority based upon the City's failure to withhold any amount from the payments for tax purposes. The Contractor exclusively assumes responsibility for the acts of its employees, officers, directors, associates, consultants, subcontractors, and agents as they relate to this Agreement.

ARTICLE 13: NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be given by certified mail return receipt requested or by overnight or express mail services, addressed to the parties as designated below. Each such notice sent by overnight or express mail shall be deemed effective on the next business day after being dispatched and notices sent by certified mail shall be deemed effective on the fifth business day after being dispatched. Each party may change its address for written notice by giving written notice of such change in accordance with this Article 13. Notices shall be addressed to each party as follows:

As to the City:
City Hall, City of Beacon
1 Municipal Plaza
Beacon, NY 12508
Attn: Chris White, City Administrator

-and-

Keane & Beane, P.C.
445 Hamilton Avenue, Suite 1500
White Plains, NY 10601
Attn: Nicholas M. Ward-Willis, Esq.

As to the Contractor:

Attn: _____

ARTICLE 14: CHOICE OF LAW AND VENUE

This Agreement shall be governed by, and interpreted under, the laws of the State of New York, without consideration to its conflict of law's provisions. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Dutchess County in the State of New York. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the State and Federal courts of Dutchess

County in the State of New York. Each party hereby waives any right or claims that venue is improper in such a court.

ARTICLE 15: WAIVER

The failure of either party to enforce, at any time, any provision of this Agreement shall not constitute a waiver of such provision in any way or waive the rights of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach, or modification or any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

ARTICLE 16: SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

ARTICLE 17: COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

ARTICLE 18: AUTHORITY TO ENTER AGREEMENT

The undersigned representative of the Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of the Contractor with full legal rights, power and authority to enter into this Agreement on behalf of the Contractor and to bind the Contractor with respect to the obligations enforceable against the Contractor in this Agreement.

_____ **(CONTRACTOR)**

BY: _____
Signature

NAME: _____
Name Printed

TITLE: _____

DATE: _____

CITY OF BEACON

BY: _____

NAME: Christopher White

TITLE: City Administrator, City of Beacon

DATE: _____

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Beacon Mailing address <i>(principal place of business)</i> : 1 Municipal Plaza Beacon, NY 12508	Contract Description <i>(name and location)</i> : Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: City of Beacon</p> <p>Mailing address <i>(principal place of business)</i>: 1 Municipal Plaza Beacon, NY 12508</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

NOTICE OF AWARD

Dated: _____
TO: _____

(Bidder)

ADDRESS: _____

PROJECT: 2024 Beacon STP Administration Building Re-Roofing

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: 2024 Beacon STP Administration Building Re-Roofing, City of Beacon, Dutchess County, New York

(Insert name of Contract, as it appears in the Bidding Documents)

You are notified that your Bid dated _____ for the above Contract has been considered.

You are the apparent Successful Bidder and have been awarded a contract for: _____

(Indicate total work, alternates or section or work awarded)

The Contract Price of your contract is _____

_____ Dollars (\$ _____)

_____ copies of each the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within **ten** (10) days of the date of this Notice of Award,

that is by _____

1. You must deliver to the Owner ___ fully executed counterparts of the Agreement including all the Contract Documents. This includes _____ sets of Drawings. Each of the Contract Documents and sets of Drawings must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (§ 5.1) and Supplementary Conditions.

-over-

3. (List other conditions precedents).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

After you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Beacon

(Owner)

BY:

(Authorized Signature) Christopher White

City Administrator

(Title)

ACCEPTANCE OF AWARD

(Contractor)

BY:

(Authorized Signature)

(Title)

(Date)

NOTICE TO PROCEED

Dated: _____

TO: _____

(Contractor)

ADDRESS: _____

PROJECT: 2024 Beacon STP Administration Building Re-Roofing

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: 2024 Beacon STP Administration Building Re-Roofing, City of Beacon, Dutchess County, NY

(Insert name of Contract, as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on _____.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the date of completion and readiness for final payment is _____.

Before you may start any Work at the site, ¶2.7 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insurers) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must (add other requirements):

City of Beacon

(Owner)

By:

(Authorized Signature) Christopher White

City Administrator

(Title)

ACCEPTANCE OF AWARD

(Contractor)

By:

(Authorized Signature)

(Title)

(Date)

CHANGE ORDER

(Instructions on reverse side)

No. _____

PROJECT

DATE OF ISSUANCE EFFECTIVE DATE

OWNER

OWNER's Contract No.

CONTRACTOR ENGINEER

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ____ to No. ____ \$ _____	Net change from previous Change Orders No. ____ to No. ____ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

**CONTRACTOR'S/SUB-CONTRACTOR'S AFFIDAVIT FOR RELEASE OF RETAINAGE
and/or
FINAL PAYMENT**

Municipality

Project

Contract No.

Contractor

Address: _____

Telephone No.

State of _____ }
County of _____ } S.S.:

_____, being duly sworn deposes and says:

1. He is the _____ (TITLE) of the contractor on the above referenced project and makes this affidavit in the regular course of business with full authorization.

2. There are no claims, liens, or judgements against the contractor except as set forth herein:

(Insert "No Exceptions", if applicable - or - attach list, if necessary)

3. All provisions of the Labor Law of the State of New York have been fully complied with except as set forth herein:

(Insert "No Exceptions", if applicable - or - attach list, if necessary)

4. The municipality upon the release of retainage requested herewith, is released of any and all claims by the contractor with respect to the project to the date hereof.

5. This certification is made to include the municipality to release final payment and/or retainage held pursuant to the contract in accordance with General Municipal Law §106-b.

Subscribed and sworn to before
me on _____

Notary Public

Signature

Affix Seal,
if Corporation

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda* - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement* - The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment* - The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos* - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid* - The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents* - The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements* - The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds-Performance* and payment bonds and other instruments of security.

9. *Change Order* - A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim* - A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract* - The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents* - The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price* - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times* - The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR* - The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work* - See paragraph 11.01.A for definition.

17. *Drawings*-That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*-The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*-The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*-An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*-A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*-Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*-The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*-The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations* - Any and all applicable Laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Limits - Charges, security interests, or encumbrances upon Project funds, real property, or personal property.*

27. *Milestone*-A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*-The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*-A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*-The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*-Use by OWNER of a substantially completed part of (the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*-Polychlorinated biphenyls.

33. *Petroleum*-Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*-The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual* -The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material - Source*, special nuclear, or by product material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*-The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*-Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*-All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site-Lands* or areas indicated in the Contract Documents as being furnished by OWNER upon (which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications* - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*-An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*-The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*-That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*-A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground - Facilities* - All underground **pipelines, conduits, ducts, cables, wires, manholes** vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products,

Telephone or other **communications, cable television, water, wastewater**, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*-Work to be paid for on the basis of unit prices.

48. *Work*-The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*-A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*-A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Technology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "**as allowed**," "**as approved**," or terms of like effect or import are used, or the adjectives "**reasonable**," "**suitable**," "**acceptable**," "**proper**," "**satisfactory**" or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The

use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install" "perform" or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied,

E: Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixteenth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures herein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected hereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified

in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.02 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in , Article 9.

3.03 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids),

except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees. from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier," CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.02 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

(i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.03 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER:

(i) shall not have or acquire any title to or ownership rights in any of the Drawings; Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER, or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited "Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions, and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially **inaccurate; or**

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical **condition causes an increase or decrease in** CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents.

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property

monuments, and shall: make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information;

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a hazardous

Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing

in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain, in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements

of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR; with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed, by CONTRACTOR, any Subcontractor or 'Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any **other reason**;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be

correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 OWNER's Liability Insurance

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by **OWNER** prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by **ENGINEER**;

5. allow for partial utilization of the Work by **OWNER**;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by **OWNER**, **CONTRACTOR**, and **ENGINEER** with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of **OWNER**, **CONTRACTOR**, **Subcontractors**, **ENGINEER**, **ENGINEER's Consultants**, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereat) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to **OWNER** and **CONTRACTOR** and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. **OWNER** shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of **CONTRACTOR**; **Subcontractors**, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by **CONTRACTOR**, **Subcontractors**, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If **CONTRACTOR** requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, **OWNER** shall, if possible, include such insurance, and the cost thereof will be charged to **CONTRACTOR** by appropriate Change Order or Written Amendment. Prior to commencement of the Work

at the Site, **OWNER** shall in writing advise **CONTRACTOR** whether or not such other insurance has been procured by "OWNER.

5.07 Waiver of Rights

A. **OWNER** and **CONTRACTOR** intend that all policies purchased in accordance with paragraph 5.06 will protect **OWNER**; **CONTRACTOR**, **Subcontractors**, **ENGINEER**, **ENGINEER's Consultants**, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. **OWNER** and **CONTRACTOR** waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising on or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against **Subcontractors**, **ENGINEER**, **ENGINEER's Consultants**, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by **OWNER** as trustee or otherwise payable under any policy so issued.

B. **OWNER** waives all rights against **CONTRACTOR**, **Subcontractors**, **ENGINEER**, **ENGINEER's Consultants**, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to **OWNER's** property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by **OWNER**; and

2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by **OWNER** during partial utilization pursuant to paragraph 14.05, after Substantial Completion

pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required

of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site;

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with

any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Supplier may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) if it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2: *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under

paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the **circumstances**.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the space use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available **engineering, sales, maintenance, repair, and** replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly

required by the Contract Documents, **CONTRACTOR** may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents: The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR. CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or equal" at CONTRACTOR's expense.

6.06 *Canceling Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or

entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor-

or supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same,

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits

and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not

unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at Law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work,

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work

Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and

responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER. and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. Emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals shall be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample

submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- a. all field measurements; quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
- c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and
- d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the **time** of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation (to be made on each Shop

Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.I.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except

as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage cause by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any from

and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR Under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of Ibero arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER'S employees, or let other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor

who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs.

Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations

and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface

structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER'S authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR'S Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another

representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a result of a Field Order, a Claim may be made therefore as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.01 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER Will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority

or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project-Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change

Directive, a Claim may be made therefore as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent

of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such

Claim, dispute, or other matter). A Claim for an adjustment

in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be formal and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the owner and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claim or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage hereof, and Suppliers' field services required in connection herewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph U.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel; and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by, any of them or for whose acts any of them may be liable,

and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with written consent and approval of the OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, **engineers, architects, estimators, attorneys, auditors,** accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1. or specifically covered by paragraph 11.01.A.4, all of which are to be

considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee*: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allow-

ances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequately to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12- CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 1f.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit

prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no

fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph

12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by

Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given

to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by

paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR'S expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected

or tested by others, CONTRACTOR at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop

the Work shall not give ease to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or, in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that

item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR **fails** to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In

connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto; take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefore as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and

- belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination), of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests,

revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendations, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld.

OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities

pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance; heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER'S aforesaid. recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion; but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments,

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that:

- (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and
- (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied, If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of

paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefore as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate

the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum formally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum formally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if 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 if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. .

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE & LIMITS

The Contractor shall provide insurance as specified in the General Conditions with coverage not less than the following amounts or greater where required by law.

- Workmen's Compensation - Statutory
- Disability Benefits - Statutory
- Comprehensive Automobile Liability (including owned, non-owned, and hired autos)
Combined Single Limit (bodily injury and property damage) - \$1,000,000
- Comprehensive General Liability
(including contractual, products and completed operations coverage)
 1. General Aggregate - \$2,000,000
 2. Products-Completed Operations Aggregate - \$1,000,000
 3. Personal Injury - \$1,000,000
 4. Each Occurrence - \$1,000,000
- Excess Liability - \$1,000,000

THE CITY OF BEACON AND LANC & TULLY ENGINEERING AND SURVEYING, P.C. SHALL BE NAMED ON ALL POLICIES AS ADDITIONAL INSURED.

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 of the type and in the same amounts and adding additional insureds as specified in the preceding paragraph;
or
2. Insure the activities of his subcontractors in his own policy.

2. SALES TAX

The City of Beacon is exempt from sales tax from the State of New York or any City or County in the State of New York for any material which is to be incorporated in this project. The City will make available to the successful bidder the tax exemption number and form to be used to the extent permitted under the present applicable statutes.

SUPPLEMENTARY CONDITIONS - *continued*

3. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants; for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause:
- B. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.
- C. The Contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. During the performance of this contract the Contractor or subcontractor agrees not to employ on such project any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation, or expulsion of aliens.

4. CLARIFICATION OF GENERAL CONDITIONS ¶4.05 "REFERENCE POINTS"

The Owner shall provide the following engineering surveys. Location plans of proposed work and construction details shall be supplied to Contractor. **NO** staking shall be done by the Owner. If staking is required by Contractor, it shall be done at Contractor's cost.

5. AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

- A. The Contractor shall have full responsibility for compliance with the Industrial Code including without limitation § 23 and 53. The Contractor shall have the duty to notify operators of underground facilities as provided therein. See also General Conditions, Paragraph 4.04.

SUPPLEMENTARY CONDITIONS - *continued*

- B. **No payment to the Contractor shall be due until thirty (30) days after audit and approval by the City Council at a regularly scheduled monthly meeting.**
- C. *The Contract:* It is understood that all the documents and/or specifications constitute a part of this agreement; that those documents are incorporated into this agreement as if set out at length at this point and that the award of the contract on the basis of the proposal constitutes a contract; the execution of this agreement being a mere formality.
- D. *Responsibility for Work:* The Contractor covenants and agrees at their own proper cost, charge and expense, to furnish all machinery, appliances, tools, labor and material necessary or proper to do all the work necessary to construct all the works, equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal as accepted by the City.
- E. *Payment:* The City, in consideration of the Contractor faithfully complying with all the terms and conditions herein set forth agrees to pay the Contractor at the price as set forth in the Contractor's proposal as accepted by the Owner, upon the terms and conditions for monthly payments on estimates as may be set forth in the specifications. Payment requests shall be on properly completed forms provided by the City.
- F. *Interest in Contract:* The Contractor agrees that the only person or persons interested as principal or principals in the proposal submitted by the Contractor for this contract are named therein and that no person other than those mentioned therein, except regular agents of the Contractor, has any interest in the said proposal or in the securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair, and was prepared, and the contract was secured, without collusion or fraud, and that no officer or employee of the City has or shall have a financial interest in the performance of the contract or in the work or business to which it relates, or in any portion of the proceeds thereof.
- G. *Compliance with Law:* The Contractor agrees to comply with all applicable laws, rules and regulations; the cost of such compliance and the fees for any permits required will be at the expense of the Contractor.
- H. *Labor Law:* The Contractor agrees to comply with all applicable provisions of the Labor Law. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time- to-time, shall be deemed inserted as if set forth at length at this point.
- I. *Required Provisions:* All provisions required by law to be inserted into this contract are hereby deemed inserted as if expressly set forth at this point.
- J. *Assignment:* This contract shall bind the parties, hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Owner.

SUPPLEMENTARY CONDITIONS - *continued*

5. AMENDMENTS TO GENERAL CONDITIONS - continued

- K. *Subcontractors*: The Owner reserves the right to approve all subcontractors. The Contractor will notify the Owner of the name and address of any such subcontractor intended for employment, the portion of the work which they are to do or the material which they are to furnish, their place of business and such other information as the Owner may require, in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not be released from any liabilities or obligations under this contract, should any subcontractor fail to perform in a satisfactory manner the work undertaken by that subcontractor.
- L. *Indemnification and Insurance*: Neither the City nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen during the performance of this contract by the Contractor, nor shall it be in any manner answerable or responsible for any injury done or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the City or to others occurring during or resulting during the performance of this contract by the Contractor. Against all such injuries, damages and compensation, the Contractor shall and will properly guard. The Contractor shall also, at all times, indemnify and save the City and its officers and agents harmless against all such injuries, damages and compensation arising or resulting from the performance of this contract. The Contractor shall provide the City a certificate of insurance indicating insurance coverage acceptable to the City.
- M. *Time for Performance*: The Contractor shall proceed diligently toward the prompt completion of the work. The Contractor shall have no claim against the City for damages for delay unless the Owner is found to have caused such damage while acting in bad faith and with deliberate intent. The City agrees that the time for performance may, upon written application, be extended for such period of time as the governing board of the City deems reasonable upon the circumstances. Nothing herein shall limit the Contractor's rights against others causing such delays.
- N. *Remedies*: In addition to such remedies, the City may have in law or equity upon the Contractor's breach of this agreement, the City may terminate or suspend the agreement, or perform any part of the work at the expense of the Contractor as is determined to be in the best interest of the City.
- O. *Notice of Claim*: Service of a Verified Claim on the City Clerk within ninety (90) days of accrual of a claim against the City or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this agreement. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the Contractor's final voucher under this agreement.

SUPPLEMENTARY CONDITIONS - *continued*

5. AMENDMENTS TO GENERAL CONDITIONS - continued

P. The following revisions and/or additions are an expansion of the General Conditions and, therefore, the section listed below relate to the General Conditions.

1.01 *Defined Terms*

A. 23. *Hazardous Environmental Condition*—Insert after the word “that” in the third line: requires reporting to any federal, state or local authority, or under circumstances that...

2.05 *Before Starting Construction*

C. Evidence of Insurance: Before any work at the site is started, CONTRACTOR shall deliver to the OWNER, with copies to each Additional Insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

2.07 *Initial Acceptance of Schedules*

A. 1. Insert at end of paragraph: Pursuant to paragraph 5(M) of the Supplementary Conditions' Amendments to General Conditions, the schedule will not determine to cost for delay claims against the OWNER.

3. Insert at end of paragraph: Pursuant to paragraph 5(M) of the Supplementary Conditions' Amendments to General Conditions, the schedule of values will not determine to cost for delay claims against the OWNER.

4.01 *Availability of Lands*

C. Insert at end of paragraph: CONTRACTOR shall enter into a separate, written agreement with any and all landowners whose real property will be used for access or storage by CONTRACTOR in connection with this Agreement. Such agreement shall include express language that the City shall be held harmless by the landowner for any damage to the property caused by CONTRACTOR's activities thereon. CONTRACTOR shall ensure that such real property and any activity on such property is covered by the insurance required by this contract and provide a copy of the fully-executed agreement between CONTRACTOR and the landowner prior to commencement of any use or storage on the affected property.

4.02 *Subsurface and Physical Conditions*

B. No reliance by CONTRACTOR on Technical Data: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, and such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER'S Consultants with respect to:

4.03 *Differing Subsurface or Physical Conditions*

A. 1. is of such a nature as to establish that any "technical data" is materially inaccurate; or

SUPPLEMENTARY CONDITIONS - *continued*

5. AMENDMENTS TO GENERAL CONDITIONS - continued

C. Possible Time Adjustments

1. The Contract Times, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR'S time required for performance of the Work, however, such condition must meet any one or more of the categories described in paragraph 4.03.A.

b. delete
2. CONTRACTOR shall not be entitled to any adjustment in the Contract Times if:
3. If OWNER and CONTRACTOR are unable to agree on entitlement or on the amount or extent, if any, of any adjustment in the Contract Times, a Claim may be made therefore as provided in paragraph 10.05 concerning Contract Times only. However, OWNER, ENGINEER, and ENGINEER'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.03 *Differing Subsurface or Physical Conditions*

Insert: D. The CONTRACTOR shall be responsible for verifying any subsurface conditions before any work in such area commences. The CONTRACTOR shall not be entitled to any extra fee or extra compensation based upon the difference between actual subsurface conditions and data, information, or test results secured or furnished by any source. The CONTRACTOR agrees that it has satisfied itself by its own investigation and research regarding all the conditions affecting the work to be done and labor and material needed and that its conclusion to execute the contract is based on such information and research and not on the estimate of quantities or other information that ENGINEER has used in preparation of the Contract Documents.

4.04 *Underground Facilities*

- B. 1. Delete the words starting in the third line: “, or not shown or indicated with reasonable accuracy”
2. Delete the words starting in the eighth line: “or not shown or indicated with reasonable accuracy”

SUPPLEMENTARY CONDITIONS - *continued*

5. AMENDMENTS TO GENERAL CONDITIONS - continued

4.06 *Hazardous Environmental Condition at Site*

- B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings as they pertain to any hazardous environmental conditions at the site, but such reports and drawings are not Contract Documents. Such technical data is identified in the Supplementary Conditions. Except for such reliance on such technical data CONTRACTOR may not rely upon or make any Claim against, OWNER, ENGINEER, or any of ENGINEER'S Consultants with respect to:

5.04 *CONTRACTOR's Liability Insurance*

- A. Insert after the word "appropriate" in the second line: ", or as specified by OWNER,"

5.06 *Delete in entirety.*

5.07 *C. Delete in entirety.*

5.08 *Delete in entirety.*

5.10 *Delete in entirety.*

6.02 *Labor; Working Hours*

- B. Insert at the end of the paragraph: Subject to Article 12, CONTRACTOR shall be responsible for all additional costs and expenses, including overtime compensation, incurred as the result of CONTRACTOR, or any of its subcontractors, performing Work on Saturdays, Sundays or legal holidays, in order to comply with the Contract Times. Notwithstanding the preceding sentence, OWNER shall bear all such additional costs and expenses where CONTRACTOR, or its subcontractors, perform Work on weekends or legal holidays in order to comply with an acceleration of the Contract Times ordered in writing by OWNER.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Insert at end of paragraph: Nothing in this paragraph shall prohibit CONTRACTOR from entering into an agreement for access or storage of materials or equipment as provided for in paragraph 4.01(C).

6.17 *Shop Drawings and Samples*

F. *Resubmittal Procedures*

- 1. Insert after the word "approval" in the fourth line: "in accordance with a deadline set by ENGINEER."

SUPPLEMENTARY CONDITIONS - *continued*

5. AMENDMENTS TO GENERAL CONDITIONS - continued

9.01 *OWNER's Representative*

A. Delete in the second line: "the construction period" and insert: "performance of all Work and during any modification or correction thereof."

10.06 The Contractor shall and will at no time make any claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.

10.07 The Contractor waives all claims of any nature due to a misunderstanding of the location, character, or other conditions surrounding the work or of the shown approximate estimated quantities of items of the work.

11.03 *Unit Price Work*

C. 1. - 3. Delete in entirety.

Insert: The CONTRACTOR agrees:

1. That he 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 state in the Bid even though the estimated quantities prove grossly different from the quantities actually used, and
2. That quantity of any unit price item or Work may be increased or decreased as may be deemed necessary without alteration or modification of the Contract.

Insert: D. 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:

1. Where the change in quantities for any item in the regional bid does not exceed 20% of the original bid quantity, the applicable unit price bid shall be the sole basis for computing payment;
2. Where the change in quantities for any item in the original bid exceeds 20% of the original bid quantity, the OWNER, may review the unit price for said item to determine if a new unit price should be negotiated.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or claims for additional compensation arising out of or resulting from:

B. Delete in entirety.

SUPPLEMENTARY CONDITIONS - *continued*

5. AMENDMENTS TO GENERAL CONDITIONS - continued

13.07 *Correction Period*

- A. Delete the words "one year" in the first line and insert the words "two years." Insert at the end of the paragraph: Nothing contained in this Paragraph 13.07 shall be construed to establish a period of limitation with respect to other obligations which the CONTRACTOR might have under the Contract Documents. Establishment of the time period of two years as describe in this paragraph relates only to the specific obligation of the CONTRACTOR to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to the CONTRACTOR's obligations other than specifically to correct the Work.
- B. Delete the word "Specifications" and insert the words "Contract Documents."

13.09 *OWNER May Correct Defective Work*

- A. Delete the words "a reasonable time" in the first line and insert the words "forty five (45) days."

14.02 *Progress Payments*

A. *Application for Payments*

1. Insert at the end of the paragraph: Notwithstanding the preceding sentence, OWNER shall not be required to pay CONTRACTOR, or any subcontractor, for materials or equipment delivered but not incorporated in the Work, except where such equipment or materials are in short or critical supply, as agreed to by the ENGINEER, or were specifically fabricated for the Work.

B. *Review of Applications*

3. Delete the phrase beginning in the third line: "inspections made to check the quality or quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents" and insert: "the Work is free of defects not capable of discovery by ENGINEER in performing a reasonable inspection of the Work..."

14.10 *Payments to Subcontractors and Materialmen by Contractor*

Within fifteen calendar days of the receipt of any payment from the Owner, the Contractor shall pay each of his subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the Owner less an amount necessary to satisfy any claims, liens, or judgement against the subcontractor or materialmen which have not been suitably discharged and less any retained amount as hereafter described. The Contractor shall retain not more than 5% of each payment to the subcontractor and/or materialmen except that the Contractor may retain in excess of 5% but not more

SUPPLEMENTARY CONDITIONS - *continued*

5. AMENDMENTS TO GENERAL CONDITIONS - *continued*

then 10% of each payment to the subcontractor provided that prior to entering into a subcontract with the Contractor, the subcontractor is unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the subcontract at the request of the Contractor. However, the Contractor shall retain nothing from the payments representing proceeds owned the subcontractor and/or materialmen from the Owner's payments to the Contractor from the remaining amounts of the contract balance as provided in Article 14.07 of this section. Within fifteen calendar days of the receipts of payment from the Contractor, the subcontractor and/or materialmen shall pay each of his subcontractors and materialmen in the same manner as the Contractor has paid the subcontractor. Nothing provided herein shall create any obligation on the part of the Owner to pay or to see to the payment of any monies to any subcontractor or materialmen from the Contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or materialman and the Owner.

However, the Contractor shall retain nothing from the payments representing proceeds owned the subcontractor and/or materialmen from the Owner's payments to the Contractor from the remaining amounts of the contract balance as provided in Article 14.07 of this section. Within fifteen calendar days of the receipts of payment from the Contractor, the subcontractor and/or materialmen shall pay each of his subcontractors and materialmen in the same manner as the Contract has paid the subcontractor. Nothing provided herein shall create any obligation on the part of the Owner to pay or to see to the payment of any monies to any subcontractor or materialmen from the Contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or materialmen and the Owner.

15.02 Owner May Terminate for Cause

5. The Contractor becomes insolvent;
6. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York;
7. A voluntary or involuntary petition in bankruptcy if filed by or against the Contractor;
8. A receiver or receivers are appointed to take charge of the Contractor's property or affairs;
9. The Contractor shall sublet, assign, transfer, convey or otherwise dispose of the contractor other than as herein specified.

15.03 OWNER May Terminate For Convenience

3. Delete in entirety

SUPPLEMENTARY CONDITIONS - *continued*

5. AMENDMENTS TO GENERAL CONDITIONS - continued

- Q. Delete in its entirety Article 16 entitled "Dispute Resolution". The City of Beacon does not agree to participate in an arbitration concerning any controversy arising under this contract. The parties to this contract designate Dutchess County as the proper venue to commence any action arising from this contract.

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS & MINIMUM HOURLY WAGE RATES

Contractors and subcontractors are to meet "The Prevailing Wage Schedules" as published by New York State Department of Labor, attached herein.

NEW YORK STATE WAGE RATES



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Beacon
John Russo
PO Box 687
Goshen NY 10924

Schedule Year 2024 through 2025
Date Requested 10/07/2024
PRC# 2024012785

Location Beacon STP
Project ID# 2024-011
Project Type Replacement of roof on Admin Building at Beacon STP

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.

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 from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 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 www.labor.ny.gov.

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 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

City of Beacon
John Russo
PO Box 687
Goshen NY 10924

Schedule Year 2024 through 2025
Date Requested 10/07/2024
PRC# 2024012785

Location Beacon STP
Project ID# 2024-011
Project Type Replacement of roof on Admin Building at Beacon STP

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.

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

Dutchess County General Construction

Boilermaker **10/01/2024**

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2024	01/01/2025
Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 26.85	+ \$26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (*B, O, **U) on OVERTIME PAGE

Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2024

Building:
Millwright \$ 46.35
+ 8.44*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.94

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr. Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$ 28.18	\$ 30.51	\$ 34.84	\$ 43.50
+ 4.40*	+ 5.19*	+ 5.94*	+ 7.44*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 23.00	\$ 24.79	\$ 26.90	\$ 29.63

8-740.2

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading 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

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 34.45
+ 3.25*

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

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

	1st	2nd	3rd	4th
	\$15.75	\$18.87	\$23.55	\$28.23
	+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

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

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
 + 10.00*

Marine Tender \$ 55.00
 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98
	+ 5.50*
2nd year	32.58
	+ 5.50*
3rd year	40.96
	+ 5.50*
4th year	49.35
	+ 5.50*

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

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Base Wage	\$ 37.19 + 6.31*	\$ 2.23**	\$ 2.30**

Applies to Diver (Wet):

Base Wage	\$ 50.00 + 6.31*
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*For all hours paid straight or premium.

**To be allocated at a later date.

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 30.65
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

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

- Holidays that fall on Sunday will be observed Monday
 - Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay
 - If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 18.60	\$ 22.31	\$ 26.03	\$ 29.75
+3.09*	+3.09*	+3.09*	+3.09*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms	\$ 16.30
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11-279.2B/H&H

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

Electrician Wireman/Technician	07/01/2024 \$ 50.50
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+ 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SHIFT WORK

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 59.30 + 9.50*
Between 12:30am & 8:30am	\$66.35 + 9.50*

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024
Journeyman	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

	1st	2nd	3rd	4th	5th	6th
07/01/2024						
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024						
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025						
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage

3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

WAGES

Per hour:

Electrician Wireman/ Technician	07/01/2024
Electrical/Technician Projects	
under \$ 250,000.00	\$ 46.50
	+ 9.50*
over \$ 250,000.00	\$ 50.50
	+ 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SHIFT WORK

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

Electrical/Technician Projects	
under \$ 250,000.00	\$ 54.56
	+ 9.50*
over \$ 250,000.00	\$ 59.30
	+ 9.50*

Shift worked between 12:30am & 8:30am

Electrical/Technician Projects	
under \$ 250,000.00	\$ 61.12
	+ 9.50*
over \$ 250,000.00	\$ 66.35
	+ 9.50*

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024
Journeyman	\$ 29.68 plus
	3% of straight
	or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

	1st	2nd	3rd	4th	5th	6th
07/01/2024						
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024						
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025						
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage
09/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

Elevator Constructor

10/01/2024

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Rockland: Only the Township of Stony Point.

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

WAGES

Per Hour	07/01/2024	01/01/2025
Mechanic	\$ 70.15	\$ 73.07
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 regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

Glazier

10/01/2024

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2024	05/01/2025
		Additional
Glazier, Glass Tinting and Window Film	\$ 63.28	\$ 1.11***
Scaffolding, including swing scaffold	67.28	
*Mechanical Equipment	64.28	
**Repair & Maintenance	30.76	

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2024
Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13
Repair & Maintenance	24.62

OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

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

For 'Repair & Maintenance'

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

10/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2024

Insulator \$ 60.85

Discomfort & Additional Training** 63.92

Fire Stop Work* 32.97

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 38.25

Discomfort & Additional Training 40.32

Fire Stop Work: Journeyworker 19.48

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 32.97	\$ 38.54	\$ 44.12	\$ 49.70

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 34.51	\$ 40.38	\$ 46.27	\$ 52.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 19.48
2nd term	23.23
3rd term	26.98
4th term	30.74

Discomfort & Additional Training Apprentices:

1st term	\$ 20.50
2nd term	24.47
3rd term	28.43
4th term	32.39

8-91

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Structural	\$ 51.38	\$ 2.00*	\$ 2.00*
Reinforcing	51.38	2.00*	2.00*
Ornamental	51.38	2.00*	2.00*
Chain Link Fence	51.38	2.00*	2.00*

* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

SHIFT WORK

On Government Mandated Irregular Workdays or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	66.39
3rd Shift	71.39

Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 45.56
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OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	36.15	42.20	48.25	54.29

3rd Shift	39.64	45.99	52.35	58.69
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Supplemental Benefits per hour:

	07/01/2024
1st year	\$ 40.94
2nd year	41.86
3rd year	42.79
4th year	43.71

11-417

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

	07/01/2024	06/01/2025	06/01/2026
		Additional	Additional
Class 4	\$ 49.00	\$ 2.90*	\$ 3.00*

*To be allocated at a later date.

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 33.50
Shift	\$ 40.84

OVERTIME PAY

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

*For first 8 hours on Saturday

**When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2024
1st term	\$ 28.05
2nd term	32.35
3rd term	36.70
4th term	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 29.23
All Terms Shift Rate	35.39

11-17tox B

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

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

WAGES per hour:	07/01/2024	06/01/2025
		Additional
GROUP # 1	\$ 40.00*	\$ 2.00**
GROUP # 2	42.35*	

*Subtract \$ 4.50 to calculate overtime premium

** To be allocated at a later date

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.60

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour: 07/01/2024

1000 Hour terms

1st term	\$ 28.08
2nd term	31.90
3rd term	35.72
4th term	39.54

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

Supplemental Benefits per hour:

All terms \$ 23.60

8-235

Laborer - Heavy&Highway

10/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator , Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalars, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person , Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour	07/01/2024
Group I:	\$ 49.05
Group II:	47.70
Group III:	47.30
Group IV:	46.95
Group V:	46.60
Group V(A):	40.25
Group VI:	48.60

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

SHIFT WORK

Supplemental Benefits: \$ 40.00*

*Applies for contracting agency mandated irregular shift work

All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024
Journeyman	\$ 29.30

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour
1000 hour year terms

1st Term	\$ 28.08
2nd Term	31.90
3rd Term	35.72
4th Term	39.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

Supplemental Benefits per hour:	
All Terms	\$ 23.60

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

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

WAGES:(per hour) 07/01/2024

Class 3 \$ 50.75

* To be allocated at a later date.

SHIFT WORK

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.38
Shift 39.18

OVERTIME PAY

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

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**For Saturday Holidays, Two and one-half Benefits for all hours worked.

***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

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

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

07/01/2024
1st term \$ 28.05
2nd term 32.35
3rd term 36.70
4th term 41.00

Supplemental Benefits per hour:

All Terms Regular \$ 29.23
All Terms Shift Rate 34.18

11-17tox HH

Laborer - Tunnel

10/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

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

WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

07/01/2024

06/01/2025

Class 1	\$ 57.05	\$ 58.55
Class 2	59.20	60.70
Class 4	65.60	67.10
Class 5	49.90	51.40

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 36.98	\$ 38.23
Benefit 2	55.39	59.99
Benefit 3	74.58	76.73

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

11-17/60/235/754Tun

Lineman Electrician

10/01/2024

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

10/01/2024

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 **10/01/2024**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

ENTIRE COUNTIES
 Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

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

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	\$ 51.82
Crane, Crawler Backhoe	51.82
Certified Welder	54.41

Group B:

Digging Machine	46.64
Tractor Trailer Driver	44.05
Groundman, Truck Driver	41.46
Equipment Mechanic	41.46
Flagman	31.09

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms 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.

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

10/01/2024

JOB DESCRIPTION Lineman Electrician - Tree Trimmer
ENTIRE COUNTIES

DISTRICT 6

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 **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2024	01/06/2025
Marble Cutters & Setters	\$ 63.92	Additional \$ 0.75*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker	\$ 40.05

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:
 07/01/2024

750 hour terms at the following wage							
1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:
 07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

9-7/4

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 11**

ENTIRE COUNTIES
 Dutchess, Sullivan, Ulster

PARTIAL COUNTIES
 Orange: Entire county except the Township of Tuxedo.

WAGES
 Per hour: 07/01/2024

Bricklayer	\$ 46.45
Cement Mason	46.45
Plasterer/Stone Mason	46.45
Pointer/Caulker	46.45

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK
 SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:
 Irregular workday requires 15% premium
 Second shift an additional 15% of wage plus benefits to be paid
 Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
 Per hour:
 Journeyman \$ 38.00

OVERTIME PAY
 Cement Mason See (B, E, Q, W) on OVERTIME PAGE.
 All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
 Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour: 07/01/2024 12/02/2024

Building: Additional

Tile, Marble, & Terrazzo

Mechanic/Setter \$ 58.06 \$ 0.63*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 25.11*
+ 6.14

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2024									
\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024									
\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
+ 0.76	+ 0.81	+ 0.91	+ 0.96	+ 1.43	+ 1.48	+ 1.91	+ 1.97	+ 4.57	+ 5.18

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2024									

\$22.06	\$26.44	\$28.50	\$32.88	\$35.84	\$39.71	\$43.21	\$46.59	\$47.95	\$51.44
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Supplemental Benefits per hour:
 (Counties of Dutchess, Sullivan, Ulster)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024	\$12.55*	\$12.55*	\$14.86*	\$14.86*	\$15.86*	\$16.36*	\$16.86*	\$17.86*	\$17.86*	\$22.61*
	+ 0.76	+ 0.80	+ 0.85	+ 0.89	+ 1.35	+ 1.40	+ 1.82	+ 1.87	+ 4.93	+ 5.02

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

9-7/52B

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES
 Per hour: 07/01/2024 12/02/2024
 Building Additional

Tile, Marble, &
 Terrazzo Finisher \$ 47.74 \$ 0.54*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Journeyworker:
 Per Hour \$ 22.11*
 + 6.01

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

OVERTIME PAY
 See (A, *E, Q) on OVERTIME PAGE
 Double time rate applies after 10 hours on Saturdays.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

Mason - Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT 11**

ENTIRE COUNTIES
 Dutchess, Sullivan, Ulster

PARTIAL COUNTIES
 Orange: Entire county except the Township of Tuxedo.

WAGES
 Per hour: 07/01/2024

Bricklayer \$ 46.95
 Cement Mason 46.95
 Marble/Stone Mason 46.95
 Plasterer 46.95
 Pointer/Caulker 46.95

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK

When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium
 Second shift an additional 15% of wage plus benefits to be paid
 Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyman \$ 38.00

OVERTIME PAY

Cement Mason See (B, E, Q, W)
 All Others See (B, E, Q)

HOLIDAY

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

Operating Engineer - Building **10/01/2024**

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2024

Building Construction:

Party Chief	\$ 79.99
Instrument Man	60.36
Rodman	40.45

Steel Erection:

Party Chief	83.13
Instrument Man	64.21
Rodman	44.33

Heavy Construction-NYC counties only:
 (Foundation, Excavation.)

Party Chief	88.06
Instrument man	65.66
Rodman	55.70

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
Building Construction	\$ 28.63* +\$ 7.65
Steel Erection	29.23* + 7.65
Heavy Construction	30.04* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:
21.83

OVERTIME PAY

See (A, B, E, Q) on OVERTIME PAGE
Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building **10/01/2024**

JOB DESCRIPTION Operating Engineer - Building **DISTRICT 8**

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2024

GROUP I

Cranes- up to 49 tons	\$ 67.43
Cranes- 50 tons to 99 tons	69.77
Cranes- 100 tons and over	79.64
GROUP I-A	59.04
GROUP I-B	54.41
GROUP II	56.97
GROUP III-A	54.88
GROUP III-B	52.25
GROUP IV-A	54.33
GROUP IV-B	45.94
GROUP V	49.53
Group VI-A	57.96
GROUP VI-B	
Utility Man	47.00
Warehouse Man	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.
 Loader operators over 5 cubic yard capacity additional .50 per hour.
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.32

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Building

10/01/2024

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 - Building **10/01/2024**

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Broome, Chenango, Tioga

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 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*	\$ 49.65	\$ 51.71
Class A	47.25	49.31
Class B	46.79	48.85
Class C	44.48	46.54

(*) 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 over A1 rate for Tower Cranes (no tonnage premium applies)
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	\$ 31.85	\$ 32.95

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	\$ 27.25	\$ 28.35

1-158 BCT

Operating Engineer - Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour: 07/01/2024

Group I	\$ 68.63
Group I-A	60.42
Group I-B	63.70
Group II-A	57.84
Group II-B	59.67
Group III	56.81
Group IV	51.57
Group IV-B	44.19
Group V	
Engineer All Tower, Climbing and Cranes of 100 Tons	77.82
Hoist Engineer(Steel)	70.41
Engineer(Pile Driver)	75.13
Jersey Spreader, Pavement Breaker (Air Ram)Post Hole Digger	59.19

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

SHIFT WORK

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 34.85 up to 40 Hours
	After 40 hours \$ 25.55* PLUS \$ 1.25 on all hours worked

*This amount is subject to premium

OVERTIME PAY

See (B, E, P, *R, **U) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

1st term	\$ 30.21
2nd term	36.25
3rd term	42.30
4th term	48.34
Supplemental Benefits per hour:	

26.85

8-137HH

Operating Engineer - Heavy&Highway

10/01/2024

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*	\$ 57.01	\$ 58.91
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

1-158H/H Alb

Operating Engineer - Heavy&Highway **10/01/2024**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

- Party Chief - One who directs a survey party
- Instrument Man - One who runs the instrument and assists Party Chief
- Rodman - One who holds the rod and in general, assists the Survey Crew
- Categories cover GPS & Underground Surveying

Per Hour: 07/01/2024

Party Chief \$ 84.94

Instrument Man 63.15
Rodman 53.43

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

All Categories
Straight Time: \$ 30.04* + \$7.64

Premium:
Time & 1/2 \$ 45.06* + \$7.64

Double Time \$ 60.08* + \$7.64

Non-Worked Holiday Supplemental Benefits:
\$ 21.83

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

10/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

07/01/2024

GROUP I	\$ 68.63
GROUP I-A	60.42
GROUP I-B	63.70
GROUP II-A	57.84
GROUP II-B	59.67
GROUP III	56.81
GROUP IV-A	51.57
GROUP IV-B	44.19
GROUP V-A	
Engineer-Cranes	77.82
Engineer-Pile Driver	75.13
Hoist Engineer	70.41
Jersey Spreader/Post Hole Digger	59.19

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SHIFT WORK

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

\$ 34.85 up to
 40 hours
 After 40 hours
 \$25.55 plus
 \$1.25 on all
 hours worked

OVERTIME PAY

See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

1st term	\$ 30.21
2nd term	36.25
3rd term	42.30
4th term	48.34

Supplemental Benefits per hour:

All terms \$ 26.85

8-137Tun

Operating Engineer - Marine Dredging

10/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2024
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator 1000HP or more.	\$ 45.26
CLASS A2 Crane Operator (360 swing)	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	39.14
CLASS B2 Certified Welder	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	35.83
CLASS C2 Boat Operator	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	28.81

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 12.00 plus 7% of straight time wage, Overtime hours add \$ 0.63
All Class C & D	\$ 11.75 plus 7% of straight time wage, Overtime hours add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew **10/01/2024**

JOB DESCRIPTION Operating Engineer - Survey Crew
ENTIRE COUNTIES

DISTRICT 12

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

PARTIAL COUNTIES

Dutchess: 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
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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

10/01/2024

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to 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 - Survey Crew - Consulting Engineer

10/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2024

Survey Classifications

Party Chief \$ 49.39
Instrument Man 40.96
Rodman 35.63

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.75

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Tunnel

10/01/2024

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

10/01/2024

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour	07/01/2024	05/01/2025 Additional
Brush/Paper Hanger	\$ 38.81	\$ 1.99*
Dry Wall Finisher	38.81	1.99*
Lead Abatement	38.81	1.99*
Sandblaster-Painter	38.81	1.99*
Spray Rate	39.81	1.99*

(*) To be allocated at later date.

See Bridge Painting rates for the following work:

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

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 27.37
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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

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

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term	\$ 11.39
All others	27.37

1-155

Painter - Bridge & Structural Steel

10/01/2024

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
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	+ 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.

8-DC-9/806/155-BrSS

Painter - Line Striping **10/01/2024**

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:

1st Term:	\$ 16.00	\$ 16.00	\$ 16.00
2nd Term:	20.47	21.29	22.16
3rd Term:	27.30	28.39	29.54

Supplemental Benefits per hour:

All terms:	\$ 23.65	\$ 24.30	\$ 24.95
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8-1456-LS

Painter - Metal Polisher **10/01/2024**

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

10/01/2024

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.
 Ulster: Entire county (including Walkkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2024
 Plumber &
 Steamfitter \$ 59.35

SHIFT WORK

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 43.61

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1)year terms at the following rates:

07/01/2024

1st year	\$ 22.71
2nd year	31.32
3rd year	36.34
4th year	43.55
5th year	50.12

Supplemental Benefits per hour:

1st year	\$ 18.45
2nd year	23.62
3rd year	27.42
4th year	31.72
5th year	35.00

8-21.2-SF

Plumber - HVAC / Service

10/01/2024

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2024

HVAC Service \$ 43.43
 + \$ 4.47*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
 \$ 30.39

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 19.66	\$ 23.32	\$ 29.05	\$ 35.73	\$ 38.83
+\$2.43*	+\$2.76*	+\$3.31*	+\$3.96*	+\$4.21*

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

Supplemental Benefits per hour:

Apprentices	07/01/2024
1st term	\$ 21.47
2nd term	23.05
3rd term	24.76
4th term	27.13
5th term	28.81

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations **10/01/2024**

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES
Per hour: 07/01/2024
Journeyworker: \$ 49.63

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker
\$ 36.44

OVERTIME PAY
See (B, *E, E2, Q, V) on OVERTIME PAGE
*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wages:

1st year	\$ 21.35
2nd year	23.73
3rd year	25.87
4th year	36.28
5th year	38.34

Supplemental Benefits per hour:

1st year	\$ 12.11
2nd year	14.21
3rd year	18.38
4th year	24.86
5th year	26.96

8-21.3-J&A

Roofer **10/01/2024**

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES
Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50
 + \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th
	\$ 4.10	\$ 16.17	\$ 19.31	\$ 24.02

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 18.43	\$ 21.82	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26

Supplements:

	1st	2nd	3rd	4th	5th
	\$ 7.73	\$ 14.59	\$ 16.17	\$ 19.31	\$ 24.02

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker

10/01/2024

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

SheetMetal Worker 07/01/2024
 \$ 49.51
 + 3.71*

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

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 46.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

	1st	2nd	3rd	4th	5th	6th	7th	8th
	\$ 20.20	\$ 20.81	\$ 23.12	\$ 25.42	\$ 27.74	\$ 30.08	\$ 32.86	\$ 35.63
	+ 1.48*	+ 1.67*	+ 1.86*	+ 2.04*	+ 2.23*	+ 2.41*	+ 2.60*	+ 2.78*

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

Supplemental Benefits per hour:

Apprentices	
1st term	\$ 18.07
2nd term	22.24
3rd term	24.71
4th term	27.21
5th term	29.67
6th term	32.12
7th term	34.12
8th term	36.15

8-38

Sprinkler Fitter **10/01/2024**

JOB DESCRIPTION Sprinkler Fitter **DISTRICT 1**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
 Per hour 07/01/2024

Sprinkler \$ 53.34
 Fitter

SUPPLEMENTAL BENEFITS
 Per hour

Journeyworker \$ 30.77

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
\$ 25.89	\$ 28.77	\$ 31.39	\$ 34.27	\$ 37.14	\$ 40.02	\$ 42.90	\$ 45.77	\$ 48.65	\$ 51.53

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 1-669.2

Teamster - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT 11**

ENTIRE COUNTIES
 Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES
 GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30-yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2024

GROUP 1	\$ 34.58
GROUP 1A	35.72
GROUP 2	34.02
GROUP 3	33.80
GROUP 4	33.69
GROUP 5	33.57
GROUP 6	33.57

NOTE ADDITIONAL PREMIUMS:

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

SHIFT WORK

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 44.59
Over 40 hours	36.99

OVERTIME PAY

See (*B, E, **E2, ***P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

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

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

Group 1	Tractor Trailer Drivers
Group 2	Tri- Axle

Wages: 07/01/2024

Group 1	\$ 33.70
Group 2	29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	\$ 32.30
Over 40 hours	0.00

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder

10/01/2024

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

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(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 09/20/2024

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	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	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	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	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
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	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
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	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026

NYSDOL Bureau of Public Work Debarment List 09/20/2024

Article 8

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
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
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	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
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		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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	****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

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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
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	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
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 GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
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 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

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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
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		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
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	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	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****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	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	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	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
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

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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
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		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
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	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	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		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEAR		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		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
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 RDPOMPEI 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	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
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	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
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	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
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 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
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
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		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 RONKONOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS 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		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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

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DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
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CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

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01620	Product Delivery, Storage and Handling	2
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01710	Cleaning.....	2

DIVISION 7 - THERMAL & MOISTURE PROTECTION

SECTION	TITLE	# OF PAGES
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DIVISION 20 - ASBESTOS ABATEMENT

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DIVISION 1 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1 Summary of work under this Contract.

1.2. SYSTEM DESCRIPTION

1.2.1. 2024 Beacon STP Administration Building Re-Roofing is a project located in the City of Beacon, Dutchess County, New York at the City of Beacon's Wastewater Treatment Facility located at 96 Dennings Avenue. The project entails the removal of the existing roofing systems on the administration and the installation of new EPDM roofs on the building. Work includes minor abatement, removal of existing roofing systems, installation of a new EPDM roof system, and disposal of all waste. The Contractor will be responsible to provide all labor, tools, electric power, construction equipment, and all other facilities, services and permits necessary for the proper execution and construction of work. Included in this work shall be acquiring all work permits from local, state or federal agencies as called for in these specifications and bid documents.

Work shall not inhibit the daily operations at the Wastewater Treatment Facility.

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for work required not included in other sections within this Specification.

1.2. SYSTEM DESCRIPTION

1.2.1. WORK PERMITS

1.2.1.1. Contractor shall be responsible to obtain and maintain all local, county and state work permits required for completion of project. This shall include all costs for acquiring permits.

1.2.2. MISCELLANEOUS ITEMS

1.2.2.1. Crews shall be sufficiently manned and equipped to complete the required tasks.

1.2.2.2. Contractor shall provide all ladders, lifts, power sources, bathroom facilities and any other equipment required to complete the proposed project.

1.2.2.3. Contractor shall have performed abatement work to remove the small amount of asbestos found and identified within the QeUS&T Report found at the rear of this document.

1.2.2.4. Contractor shall remove existing upper roofing system located over main portion of Administration Building.

1.2.2.5. Contractor shall remove existing lower roofing system located over loading dock on rear of Administration Building.

1.2.2.6. Contractor shall remove existing electric motor, vent fan, fan stack, and associated electrical equipment and wiring where noted on plans.

1.2.2.7. Contractor shall repair roof where electric motor, vent fan and fan stack were removed from the roof per the detail on the plans.

- 1.2.2.8. Contractor shall install a new EPDM roofing system on the upper roof of the Administration Building. Roof shall be sloped to provide positive drainage towards roof drains. Roofing system shall be installed such that manufacturer provides City of Beacon with a 30-year warranty.
- 1.2.2.9. Contractor shall install a new EPDM roofing system on the lower roof over the loading dock of the Administration Building. Roof shall be sloped to provide positive drainage towards the end of the roof. Roofing system shall be installed such that manufacturer provides City of Beacon with a 30-year warranty.
- 1.2.2.10. Contractor shall provide protection of any exposed roofing from inclement weather during the installation of the new roofing system.

PART 2 PRODUCTS - See Applicable Technical Specifications Sections of Work

PART 3 EXECUTION - See Applicable Technical Specifications Sections of Work

PART 4 MEASUREMENT AND PAYMENT

4.1. MEASUREMENT

4.1.1. Measurement for miscellaneous items shall be as follows:

- 4.1.1.1. Measurement for asbestos abatement shall be lump sum.
- 4.1.1.2. Measurement for removal of upper roof over Administration Building shall be lump sum.
- 4.1.1.3. Measurement for removal of lower roof over loading dock area shall be lump sum.
- 4.1.1.4. Measurement for removal of electric motor, vent fan, vent stack, and wiring shall be lump sum.
- 4.1.1.5. Measurement for repair of roof system where vent stack is removed shall be lump sum.
- 4.1.1.6. Measurement for installation of new EPDM roofing system on upper roof over Administration Building shall be lump sum.
- 4.1.1.7. Measurement for installation of new EPDM roofing system on lower loading dock roof shall be lump sum.

4.1.1.8. Measurement for protection of exposed roofing from inclement weather during installation of new roofing systems shall be lump sum.

4.2. PAYMENT

4.2.1. Unit price for miscellaneous items should be as follows.

- 4.2.1.1. Lump sum price for asbestos abatement shall include providing all required permits, skilled personnel, removal of asbestos containing materials at a registered facility, providing of all required protection for personnel, all required equipment, all required monitoring that may be required and providing City of Beacon with all required documentation and bills of lading for wastes removed from site, and all else incidental and necessary to complete the work.
- 4.2.1.2. Lump Sum price removal of upper roof over Administration Building shall include the removal of the existing roofing system, disposal of all wastes, equipment, labor, tools, and all else incidental and necessary to complete the work.
- 4.2.1.3. Lump Sum price removal of lower roof over loading dock shall include the removal of the existing roofing system, disposal of all wastes, equipment, labor, tools, and all else incidental and necessary to complete the work.
- 4.2.1.4. Lump Sum price removal of electric motor and fan vent system, stack, and electric wiring shall include removal of all equipment from roof where indicated on plans, disposal of all wastes, equipment, labor, tools, and all else incidental and necessary to complete the work.
- 4.2.1.5. Lump Sum price repair of roofing where fan vent stack was removed shall include providing galvanized plate, anchoring of plate with 3/8" diameter anchors around the plate to the existing roof slabs, covering of plate with light weight concrete, disposal of all wastes, equipment, labor, tools, and all else incidental and necessary to complete the work.
- 4.2.1.6. Lump Sum price installation of new EPDM roofing system on upper roof over Administration Building shall include cleaning of roof, installation of air/moisture vapor barrier, installation of R-33 minimum rated insulation sloped towards roof drains, installation of EPDM roofing system, installation of flashing on parapet walls, vent boots or pockets, re-setting and sealing around roof drains, providing 30-year manufacturer's warranty for installed roofing system, disposal of all wastes, equipment, labor, tools, and all else incidental and necessary to complete the work. Contractor can elect to re-use existing copper flashing system around existing parapet wall so long as this does not

compromise the abilities to acquire the 30-warranty.

4.2.1.7. Lump Sum price installation of new EPDM roofing system on lower roof over loading dock shall include cleaning of roof, installation of air/ moisture vapor barrier, installation insulation sloped towards roof edge, installation of EPDM roofing system, installation of flashing along edge of roof, vent boots or pockets, re-setting and sealing around roof drains, providing 30-year manufacturer's warranty for installed roofing system, disposal of all wastes, equipment, labor, tools, and all else incidental and necessary to complete the work.

4.2.1.8. Lump Sum price providing protection of exposed roofing inclement weather during installation of new roofing system shall include the Contractor providing a temporary roofing system to protect the exposed roof and to provide positive drainage towards roof drains until such time as the roof can be completed, disposal of all wastes, equipment, labor, tools, and all else incidental and necessary to complete the work.

4.2.2. **Where there is no unit price for any required task, the cost for such task should be included in other bid unit price.**

**** END OF SECTION ****

PART 1 GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Requirements for collecting and disposing waste materials encountered in or resulting from the work.

1.2. SYSTEM DESCRIPTION

- 1.2.1. Waste material common to construction shall include but not be limited to the following:
- 1.2.1.1. Solid waste: Equipment and materials resulting from demolition or restoration work, large pieces of asphalt or concrete, trees, stumps, bricks, wire, fences, drums, rubbish and construction debris generated by construction activities and rubble and excess excavated material.
 - 1.2.1.2. Liquid or semi-liquid waste: Cleanings from settling tanks, digesters, lagoons, basins, manholes, sewer mains, and channels including grit, sludge, scum and miscellaneous debris.
- 1.2.2. Contractor shall collect and promptly dispose of all waste materials in the project site. Clean-up shall be done and maintained on a daily basis.
- 1.2.3. All materials and equipment which are not designated as re-usable or salvageable by the owner shall become the property of the Contractor. However, all materials and equipment designated as re-usable or salvageable by the owner shall be carefully removed so as to cause minimum damages and safely stored by the Contractor until accepted by the owner.
- 1.2.4. Waste materials shall not be burned or buried on the work site.
- 1.2.5. On contained work sites such as treatment plants or pumping stations, containers suitable for the collection and disposal of waste shall be provided by the Contractor. On transport piping contracts, collection and disposal shall be a continuous function. The Contractor shall remove all waste materials before moving to other sections of the work.
- 1.2.6. Waste materials shall be disposed of at sites, approved by the NYSDEC Office of Solid Waste Management, which are compatible with the nature of materials being disposed.

- 1.2.7. Waste materials shall be transported by vehicles properly licensed to transport waste by the New York State Department of Environmental Conservation.
- 1.2.8. Disposal of waste materials shall also conform to the applicable requirements of the Sections "Prohibited Construction Procedures" and "Erosion Control", Division 1.

** END OF SECTION **

PART 1 GENERAL

1.1. SYSTEM DESCRIPTION

1.1.1. Where any of the following abbreviations of standards, associations, specifications or publications are used in the Contract Documents, they shall have the meaning set forth opposite each and shall be the latest revision thereof at the time of bidding.

AA	-	Aluminum Association
AAA	-	Aluminum Alloy Association
AABC	-	Associated Air Balance Council
AAMA	-	Architectural Aluminum
AAN	-	American Association of Nurserymen
AASHTO	-	American Association of State Highway and Transportation Officials
ACGIH	-	American Conference of Governmental Industrial Hygienists
ACI	-	American Concrete Institute
ACPA	-	American Concrete Pipe Association
AFBMA	-	Anti Friction Bearing Manufacturers Association
AGA	-	American Gas Association
AGC	-	Associated General Contractors of America
AGMA	-	American Gear Manufacturers Association
AGWA	-	American Gear Works Association
AHA	-	American Hardboard Association
AI	-	Asphalt Institute
AIA	-	American Institute of Architects
AIEE	-	American Institute of Electrical Engineers
AISC	-	American Institute of Steel Construction
AISI	-	American Iron and Steel Institute
AITC	-	American Institute of Timber Construction
AMCA	-	Air Moving and Conditioning Association
ANSI	-	American National Standards Institute (Synonymous with USASI-ASA)
APA	-	American Plywood Association
API	-	American Petroleum Institute
ARA	-	American Railroad Association
ARI	-	Air Conditioning and Refrigeration Institute
AREA	-	American Railway Engineering Association
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASLA	-	American Society of Landscape Architects
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
AWG	-	American (or Brown and Sharpe) Wire Gauge

AWI	-	Architectural Woodwork Institute
AWPA	-	American Wood Preservers Association
AWPB	-	American Wood Preservers Bureau
AWPI	-	American Wood Preservers Institute
AWS	-	American Welding Society
AWWA	-	American Water Works Association
BIA	-	Brick Institute of America
BOCA	-	Building Officials and Code Administrators International
CEMA	-	Conveyor Equipment Manufacturers Association
CGA	-	Compressed Gas Association
CISPI	-	Cast Iron Soil Pipe Institute
CSPC	-	Consumer Product Safety Commission
CRSI	-	Concrete Reinforcing Steel Institute
CSA	-	Canadian Standards Association
CTC	-	Concrete Technology Corporation
DEC	-	New York State Department of Environmental Conservation
DOC	-	United States Department of Commerce
DOD	-	United States Department of Defense
DOT	-	New York State Department of Transportation
EI	-	Edison Electrical Institute
EJMA	-	Expansion Joint Manufacturers Association
EPA	-	United States Department of Environmental Protection
FHWA	-	Federal Highway Administration, U.S. Dept. of Transportation
FM	-	Factory Mutual Engineering Corporation
FSS	-	Federal Specifications and Standards (General Services Administration -- Federal Supply Service) GA-Gypsum Association
HPMA	-	Hardwood Plywood Manufacturers Association
IBR	-	Institute of Boiler and Radiator Manufacturers
ICBO	-	International Congress of Building Officials
IEEE	-	Institute of Electrical and Electronic Engineers
IES	-	Illuminating Engineering Society
IMIAWC	-	International Masonry Industry All Weather Council
IMSA	-	International Municipal Signal Association
IPCEA	-	Insulated Power Cable Engineers Association
ITE	-	Institute of Traffic Engineers
MBMA	-	Metal Building Manufacturers Association
MMA	-	Monorail Manufacturers Association
MSS	-	Manufacturers Standardization Society
MUTCD	-	Manual on Uniform Traffic Control Devices
NBFU	-	National Board of Fire Underwriters
NBS	-	National Bureau of Standards
NCMA	-	National Concrete Masonry Association
NEBB	-	National Environmental Balancing Bureau
NEC	-	National Electrical Code
NELA	-	National Electric Light Association
NEMA	-	National Electrical Manufacturers Association

NESC	- National Electrical Safety Code
NFIPA	- National Fire Protection Association
NFOPA	- National Forest Products Association
NIOSH	- National Institute for Occupational Safety and Health
NRMCA	- National Ready Mix Concrete Association
NSF	- National Sanitation Foundation
NWMA	- National Woodwork Manufacturers Association
NYSDEC	- New York State Department of Environmental Conservation
NYSDOT	- New York State Department of Transportation
OSHA	- Occupational Safety and Health Act
PCA	- Portland Cement Association
PCI	- Prestressed Concrete Institute
PDI	- Plumbing and Draining Institute
PEI	- Porcelain Enamel Institute Incorporated
PPI	- Plastics Pipe Institute
PRA	- Public Roads Alphabet
RMA	- Rubber Manufacturers Association
SAE	- Society of Automotive Engineers
SDI	- Steel Door Institute
SJI	- Steel Joist Institute
SMACNA	- Sheet Metal and Air Conditioning Contractors National Association
SSPC	- Steel Structures Painting Council
TPI	- Truss Plate Institute, Inc.
UL	- Underwriters Laboratories, Inc.
USSG	- United States Standard Gauge (for uncoated sheets and thin plates)
USSWG	- United States Steel Wire Gauge

1.1.2. Where any of the following abbreviations or symbols are used in the Contract Documents, they shall have the meaning set forth opposite each.

1.1.2.1. UNITS OF LINEAR MEASURE

- cm. -- Centimeters
- in. or " -- Inches
- LF, Ft. or ' -- Linear Feet or Feet
- Yds. -- Yards

1.1.2.2. UNITS OF SQUARE MEASURE

- Sq. cm. -- Square Centimeters
- Sq. in. -- Square Inches
- Sq. Ft./SF -- Square Feet
- SY -- Square Yards
- Ac. -- Acres

- 1.1.2.3. UNITS OF CUBIC MEASURE
Cu. in. -- Cubic Inches
Cu. Ft./CF -- Cubic Feet
CY -- Cubic Yards
- 1.1.2.4. UNITS OF LIQUID MEASURE
Pt. -- Pint
Qt. -- Quart
Gal. -- Gallon
Bbl -- Barrel
L -- Liter
- 1.1.2.5. UNITS OF WEIGHT
Oz. -- Ounces
Lb. or # -- Pounds
Cwt -- Hundredweight or 100 pounds
Kip -- 1000 pounds
gm -- Gram
mg -- Milligram
Kg -- Kilogram
- 1.1.2.6. UNITS OF TEMPERATURE
°F -- Degrees Fahrenheit
°C -- Degrees Centigrade
- 1.1.2.7. UNITS OF FORCE OR PRESSURE
psi -- Pounds per Square Inch
psia -- Pounds per Square Inch Absolute
psig -- Pounds per Square Inch Gauge
psf -- Pounds per Square Foot
ksi -- Kips per Square Inch
ksf -- Kips per Square Foot
tsf -- Tons per Square Foot
- 1.1.2.8. UNITS OF VELOCITY/FLOW
ips -- Inches per Second
fpm -- Feet per Minute
mph -- Miles per Hour
rev -- Revolutions
rpm -- Revolutions per Minute
cfs -- Cubic Feet per Second
cfm -- Cubic Feet per Minute
gpm -- Gallons per Minute
mgd -- Million Gallons per Day

- 1.1.2.9 UNITS OF TIME
Sec. -- Seconds
Min. -- Minutes
Hrs. -- Hours
- 1.1.2.10. UNITS OF ANGULAR MEASUREMENT
Sec. or " -- Seconds
Min. or ' -- Minutes
Deg. or ° -- Degrees
- 1.1.2.11. UNITS OF CONCENTRATION
ppm -- Parts per Million
Kg/l -- Kilograms per Liter
mg/l -- Milligrams per Liter
- 1.1.2.12. UNITS OF POWER
hp -- Horsepower
bhp -- Brake Horsepower
- 1.1.2.13. MATERIALS
ABS -- Acrylonitrile Butadine Styrene
ACCMP -- Asphalt Coated Corrugated Metal Pipe
ACP -- Asbestos Cement Pipe
BIT -- Bituminous
CIP -- Cast Iron Pipe
CISP -- Cast Iron Soil Pipe
CONC -- Concrete
CPVC -- Chlorinated Polyvinyl Chloride
DIP -- Ductile Iron Pipe
CLDIP -- Cement Lined Ductile Iron Pipe
GLDIP -- Glass Lined Ductile Iron Pipe
HDPE -- High Density Polyethylene
PCCP -- Prestressed Concrete Cylinder Pipe
PE -- Polyethylene
PVC -- Polyvinyl Chloride
RCP -- Reinforced Concrete Pipe
SST -- Stainless Steel
CU -- Copper
TCP -- Terra Cotta Pipe
VCP -- Vitrified Clay Pipe

- 1.1.2.14. MISCELLANEOUS
B&B -- Balled and Burlapped
BR -- Bare Root
CPM -- Critical Path Method
CTS -- Copper Tube Size
Div. -- Division
ID or OD -- Inside Diameter or Outside Diameter
IPS -- Iron Pipe Size
NPT -- National Pipe Thread
ODS -- Oven Dried Solids
pH -- Measure of Acidity or Alkalinity
- 1.1.2.15. ELECTRICAL
A -- Amperes
AC -- Alternating Current
DC -- Direct Current
V -- Volts
Hz -- Hertz
KvA -- Kilovolt Amperes
KW -- Kilowatts
MA -- Milliamps
- 1.1.2.16. MECHANICAL
NPSH -- Net Positive Suction Head
TDH -- Total Dynamic Head
BTU -- British Thermal Units
K -- Thermal Conductivity -- BTU/(hr) (FT²) (Degree F/Ft) (°F/Ft)
C -- Thermal Conductance -- BTU/(hr) (FT²) (Degree F) (°F)
U -- Coefficient of Heat Transmission -- BTU/(hr) (FT²) (Degree F) (°F)
R -- Thermal Resistance -- (hr) (FT²) (Degree F)/BTU (°F)/BTU

** END OF SECTION **

PART 1 GENERAL

1.1 SECTION INCLUDES

1.1.1. Requirements for determining measurement and payment of work in place and for determining measurement and payment of materials and equipment delivered but not incorporated in the work.

1.2 SYSTEM DESCRIPTION

1.2.1. The requirements in this section are supplementary to the General Conditions.

1.2.2. Unit Price Items and Unit Price Contracts.

1.2.2.1. Measurement of units of work for which payment will be made by unit prices will be defined in Part Four of the respective Sections for only those items of work which appear in the bid form.

1.2.2.2. Payment for the units of work will be determined by multiplying the unit prices stated within the bid, times the quantity of the unit of work as determined by the measurement provisions of Part Four of the respective Sections. Payment for the units of work shall fully compensate the contractor for furnishing all materials, labor, equipment, services, tools and all else incidental and necessary to complete the work.

1.2.3. Lump Sum Items and Lump Sum Contracts.

1.2.3.1. Measurement of quantities of work will be as indicated on the accepted schedule of values.

1.2.3.2. Payment for the quantities of work indicated in the accepted schedule of values will be at the prices stated in the accepted schedule of values, not to exceed the lump sum stated within the bid. Payment for the work to be performed under the lump sum shall fully compensate the contractor for furnishing all material, labor, equipment, services, tools and all else incidental and necessary to complete the work.

1.2.4. **No specific measurement and payment will be made for units of work described in Sections not including a Part Four, or for those items which include a Part Four but are not contained in the bid form, but the costs thereof shall be included in the prices bid for the various other items in the bid.**

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for preparing and submitting of required information for change orders.

1.2. SYSTEM DESCRIPTION

1.2.1. Requirements of this Section are supplemental to General Conditions.

1.2.2. Contractor shall provide such information as the Engineer may require for preparation of the change order including but not limited to the following:

1.2.2.1. Itemized description of the addition, deletion or revision in the work.

1.2.2.2. Itemized description of the change in the contract price including documentation.

1.2.2.3. Description of the change in the contract time. Time extensions shall be allowed only when conditions causing the delay are beyond the control of the Contractor. Any change in the contract time will only be effected when demonstrated that the approved project schedule has been implemented as described in the Section "Progress Schedules," of the General Conditions.

1.2.3. Change orders shall be in the form as indicated on Page L-1 of the Contract Documents.

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for contractor to attend a preconstruction conference.

1.2. SYSTEM DESCRIPTION

1.2.1. This Section is supplemental to the general condition section "Preliminary Matters."

1.2.2. A preconstruction conference will be held at a time and location set by the Engineer to establish various procedures that will be followed for the duration of the construction period and to review the contractor's construction schedule and schedule of shop drawing and sample submissions.

1.2.3. The Engineer will preside at the preconstruction conference and will prepare for distribution minutes that describe the major topics of discussion.

1.2.4. In addition to the items that will be reviewed in accordance with general conditions, the preconstruction conference agenda will include but not be limited to:

1.2.4.1. Designation of contractor's responsible personnel and phone numbers to be used in event of an emergency during non-working hours.

1.2.4.2. Designation of Contractor's competent safety person that will be on the job as required by OSHA.

1.2.4.3. Disclosure of contractor's intended suppliers, vendors, fabricators and major subcontractors.

1.2.4.4. Contractor shall supply preliminary construction schedule as developed in accordance with Section 01310.

1.2.4.5. Contractor shall supply schedule of values for lump sum items.

1.2.4.6. Procedures for the implementation of field orders and change orders.

1.2.4.7. Contractor's insurance.

1.2.4.8. Site security.

1.2.4.9. Housekeeping.

- 1.2.4.10. Field offices.
- 1.2.4.11. Job site coordination.
- 1.2.4.12. Other topics pertinent to the work that may be presented by conference attendants.

1.2.5. Preconstruction conference attendants will be as follows:

- 1.2.5.1. Owner.
- 1.2.5.2. Engineer.
- 1.2.5.3. Contractor and major subcontractors.
- 1.2.5.4. Governmental agency representatives, utility owner representatives and other parties who may have control of, or may be affected by the work.

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for Contractor to attend a progress meetings.

1.2. SYSTEM DESCRIPTION

- 1.2.1. The Contractor and/or Contractor's representatives shall attend regularly scheduled progress meetings held for the purpose of coordinating the execution of the work.
- 1.2.2. The Engineer will preside at the progress meetings.
- 1.2.3. The proceedings of these meetings will be recorded by the Project Engineer and the Contractor will be furnished a reasonable number of copies of the meeting minutes.
- 1.2.4. During the project meetings the Contractor shall provide updated schedules concerning his plans for carrying out each part of the work.
- 1.2.5. The Contractor shall provide a list of all items which are impacting the completion of the work (i.e. decisions required, easements required, shop drawing approvals required, etc.).
- 1.2.6. As the work progresses, the Contractor's actual progress rate will be compared to the scheduled progress rate.

1.3. QUALITY ASSURANCE

1.3.1. The Contractor's representatives at these meetings shall be empowered to make binding decisions regarding all matters pertaining to the work and to make definite reports as to status and anticipated progress of the work.

1.4. SEQUENCING/SCHEDULING

1.4.1. Progress meetings shall be scheduled at least bi-weekly and more frequently if the Engineer decides more frequent meetings are required.

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for preparing and submitting progress schedules to the Owner and Engineer review.

1.2. GENERAL

1.2.1. A CPM (Critical Path Method) arrow-node diagram shall be employed for the planning, scheduling, and reporting of all work to be performed under the contract.

1.2.2. The CPM diagram shall be part of the Owner/Contractor agreement as stipulated herein.

1.2.3. The CPM diagram shall be prepared and updated by the Contractor as required.

1.3. INITIAL SUBMIT

1.3.1. Within ten (10) days after the effective date of the agreement, the Contractor shall provide a preliminary CPM arrow-node diagram to the Engineer. The Contractor's plan of operations shall consist of, but not be limited to, the following, with the understanding that unless otherwise approved, the sequence of work shall be as outlined and required in the contract documents.

- A. All construction activities including major procurement items.
- B. Proposed durations for each of the construction activities. Diagram shall also show early start time, latest allowable start time, estimated duration for activity, early finish time, latest allowable finish time, and total float for each activity.
- C. Proposed sequencing of construction activities.
- D. The critical path through the activities.
- E. Estimated manpower per activity.

1.4. FINAL PROGRESS SCHEDULE

- 1.4.1. Within ten (10) days of the submittal of the preliminary CPM diagram (arrow-node diagram), and after review by the Engineer, the Contractor shall develop the final CPM diagram, based on the Contractor's proposed plan of operation. The purpose of the plan and schedule shall be to assure adequate planning and execution of the work by the Contractor; to assure coordination of the work by the Contractor; to assure coordination of the work of the various contractors; and to assist the Engineer in monitoring the progress of the work, establish payments to the Contractor, and evaluate proposed changes to the contract and schedule.
- 1.4.2. In preparing the CPM diagram, the Contractor shall be responsible for assuring that all subcontractor work, as well as his own work, is included in the network diagram, that work sequences are logical, and that the diagram shows a coordinated plan of work.
- 1.4.3. The CPM diagram as developed shall show the sequence and interdependence of activities required for completion of the work. In developing the CPM diagram, the work shall be divided into activities with a minimum and maximum duration of working days shown for each activity.
- 1.4.4. Proposed durations assigned to each activity shall reflect the Contractor's best estimate of time required to complete the activities considering the scope and resources planned for the activity; these shall be furnished by the Contractor for each activity.
- 1.4.5. Failure by either the Contractor to include any element of work required for performance of the contract shall not excuse the Contractor from completing all work within the contract completion date. If the Engineer questions the Contractor's proposed durations, the Contractor shall within ten (10) calendar days provide estimates of labor and intended crew sizes required for the activity which supports the proposed duration to the satisfaction of the Engineer.
- 1.4.6. Seasonal weather conditions shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to insure the completion of all contract work within the allotted contract time milestone completion dates.
- 1.4.7. Holidays and week ends shall be considered in the planning and scheduling of all work.

1.5. REVIEW AND APPROVAL

- 1.5.1. Upon establishment of an agreed upon schedule, the Contractor shall sign the CPM diagram, which will then indicate the acceptance and approval of the project schedule, sequence of activities, times for completion, and manpower. **Acceptance of the approved project schedule by the Contractor and Engineer will be a condition precedent to the making of any payments under the contract.**

1.6. PROJECT SCHEDULE UPDATING

- 1.6.1. **The approved project schedule will be updated every two weeks for the purpose of recording and monitoring the progress of work.** The Contractor shall submit to the Engineer each two week period actual progress made-to-date, dates of activities started and completed, and the percentage of work completed-to-date on each activity started but not completed.
- 1.6.2. The Contractor may request revision to the logic sequence and schedule in the event his planning for the project is revised. If the Contractor desires to make changes in the approved project schedule to reflect revisions in his method of operation and scheduling, he shall notify the Engineer in writing, and submit proposed revisions.
- 1.6.3. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule; in case of disagreements concerning actual progress-to-date, the Engineer's determination shall govern.
- 1.6.4. **The Contractor shall notify the owner and Engineer 48-hours in advance of any changes in work schedule.**

1.7. CONTRACT TIME CHANGE EVALUATION

- 1.7.1. Activity time delays will not automatically mean that an extension of contract time is warranted or due the Contractor. It is possible that a strike or contract modification will not affect existing critical activities, or cause non-critical activities to become critical, i.e., a strike modification may result in only absorbing part of the available total float that may exist within an activity, thereby not causing any effect on the contract completion date or time. Float or slack is not the exclusive use of or benefit of either the Owner or the Contractor.

1.8. RESPONSIBILITY FOR COMPLETION

- 1.8.1. **The Contractor shall furnish sufficient forces, plant and equipment, and shall work such hours, to ensure the procession of the work in accordance with the current update of the project schedule. If, in the opinion of the Engineer, the Contractor falls behind in meeting the schedule as presented in the current update, the Contractor shall take such steps as may be necessary to improve his progress, and the Engineer may require him to increase the hours of work, the number of shifts, and the amount of construction plant and equipment without additional cost to the Owner.**

- 1.8.2. Failure of the Contractor to comply with the requirements of this subsection shall be a basis for determination by the Owner that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may terminate the Contractor's right-to-proceed with the work or any separate part thereof, or may take such other actions as may be deemed appropriate.
- 1.8.3. **It shall be the responsibility of the Contractor to maintain his progress so as not to delay the progress of the project or the progress of other contractors. If the Contractor delays the progress of the project or the progress of other contractors, it shall be the responsibility of the Contractor to increase the number of shifts, days of work, and, to the extent permitted by law, to institute or increase overtime operations, all without additional cost to the Owner, to regain the time lost and to maintain the overall schedule.**

**** END OF SECTION ****

PART 1 GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Requirements for preparing and submitting shop drawings and samples to Engineer for review.

1.2. SYSTEM DESCRIPTION

- 1.2.1. Requirements of this Section are supplemental to General and Special Conditions.
- 1.2.2. Contractor shall submit to the Engineer shop drawings, certified tests, and manufacturer's specifications for equipment and material being supplied under this Contract. Shop drawings shall also be submitted for piping, miscellaneous metal, structural steel, reinforcing steel, tools and furnishings, and all fabricated items. Samples of materials furnished by the Contractor to be incorporated in the work shall also be submitted. The Contractor shall submit this data with such promptness as to avoid delay in the work, allowing reasonable time for the engineer's review and approval.
- 1.2.3. Details on shop drawings submitted for review shall clearly show the relation of the various parts and, where the work depends upon field measurement, such measurements shall be obtained by the Contractor and noted on shop drawings before being submitted for review.
- 1.2.4. Drawings submitted by Subcontractors or manufacturers shall be sent directly to the Contractor for approval. The Contractor shall be responsible for their submission to the Engineer. **The Contractor shall thoroughly check all subcontractors' or manufacturers' shop drawings regarding measurements, sizes of members, materials and details to verify that they conform to the drawings and specifications and acknowledge same by so stamping and signing the drawings. Drawings found to be inaccurate or otherwise in error shall be returned by the Contractor for correction before submitting to the Engineer. Shop drawings not stamped and signed by the Contractor shall be returned for Contractor's stamp and signature prior to review by Engineer.**
- 1.2.5. The Contractor shall coordinate reviewed equipment shop drawings with shop drawings of related new and altered structures, including but not limited to connecting details, supports, piping, electrical and mechanical work to insure proper accommodation of the furnished equipment.

- 1.2.6. **Submissions shall be properly referenced to indicate clearly the specification section, drawing number, location, service and function of each particular item.** All submissions for one item or group of related items shall be complete. Where manufacturer's publications in the form of catalogs, pamphlets or other data sheets are submitted instead of prepared shop drawings, such submissions shall specifically indicate the item for which review is required. Identification of items shall be made in ink and submissions showing only general information are not acceptable.
- 1.2.7. All materials furnished by the Contractor to be incorporated in the work shall be subject to the review and inspection of the Engineer. No material shall be processed or fabricated for, or delivered to, or used for the work without prior review and approval by the Engineer.
- 1.2.8. Prior to beginning and during the progress of the work as required, the Contractor shall submit samples of materials for such specific tests as may be necessary to demonstrate that the materials conform to the specifications. Samples shall be furnished, taken, stored, packed and shipped where directed, at the expense of the Contractor.
- 1.2.9. Samples shall be packed so as to reach their destination in good condition, and shall be so labeled as to indicate the materials represented, the name of the facility or work and location for which the material is intended, and the name of the supplier submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped, and shall properly describe the samples in the letter. In no case shall the letter of notification be enclosed with the samples.
- 1.2.10. The Contractor shall submit to the Engineer notarized certifications of compliance with the Contract Documents from all material suppliers.
- 1.2.11. The Engineer's review will be confined to general arrangement and compliance with the Contract Documents only and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences or coordination of trades.
- 1.2.12. The Contractor is advised that color selections when required for items such as, but not limited to special coatings, glazed masonry block, resinous flooring, ceramic tile and the like will only be made by the Engineer when all samples and color chips for all such items are received. Contractor shall schedule his submission of these items to coincide as much as practical to allow the Engineer to coordinate the color selections.

1.3. SUBMITTALS

- 1.3.1. Submittals shall be a minimum of 8½" x 11" and a maximum size of 24" x 36".
- 1.3.2. For submittals up to and including 11" x 17", the Contractor shall submit four copies.
- 1.3.3. For submittals larger than 11" x 17", the Contractor shall submit the original tracings or reproducible reproductions or the tracings and four sets of prints. Reproducible reproductions shall be submitted with a matte finish working surface.
- 1.3.4. Submittals with inadequate information to allow evaluation or review will be returned for resubmission. Resubmission with additional data does not guarantee approval.
- 1.3.5. The Engineer will return two copies of shop drawings to the Contractor, bearing a stamp with the following language and marked appropriately:

NO EXCEPTION TAKEN REVISE AND RESUBMIT
 FURNISH AS CORRECTED REJECTED SEE REMARKS

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications and does not authorize any changes involving additional cost. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

LANC & TULLY ENGINEERING AND SURVEYING, P.C.

Date _____ By _____

- 1.3.6. Copies returned marked "Approved" or "Furnish As Corrected" shall be for the Contractor's use and no additional copies need be submitted. Copies returned marked "Revise and Resubmit" shall be corrected by the Contractor and resubmitted in the same manner and number of copies as the original submission. Copies returned marked "Rejected See Remarks" do not conform to the design concept of the project or comply with the information given in the Contract Documents and shall not be resubmitted. New submittals shall be required.

- 1.3.7. Should the Contractor propose a revision to a previously submitted and reviewed shop drawing, the same shall be submitted in the manner and number of copies as the original submission. The resubmission shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.

**** END OF SECTION ****

SECTION 01341
REVIEW OF CONTRACTOR'S CONSTRUCTION PROCEDURES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for submitting Contractor's construction procedures for review.

1.2. SYSTEM DESCRIPTION

1.2.1. When submittal of any means, methods, sequences and procedures of construction is requested in the Contract Documents or by the Engineer, it will be for the purpose of informing the Engineer and the owner of the intended procedures of construction and will be in the context of the responsibilities of the Contractor, Owner and Engineer stated in the General Conditions.

1.2.2. The Engineer shall not be responsible to respond to the submittal of any means, methods, sequences and procedures of construction.

1.2.3. Submittals shall be made sufficiently in advance of the work to allow for Engineer's review.

1.3. SUBMITTALS

1.3.1. Contractor shall submit three copies of intended procedures of construction.

** END OF SECTION **

SECTION 01516
TEMPORARY SANITARY FACILITIES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for providing temporary sanitary facilities.

1.2. SYSTEM DESCRIPTION

1.2.1. The Contractor shall provide, maintain and remove when no longer required, an adequate number of temporary, prefabricated, chemical type toilets with proper enclosures for the use of workmen during construction. Toilets shall be cleaned at least twice a week.

1.2.2. Keep toilets clean and supplied with toilet paper at all times. Comply with all Local and State Health Requirements and Sanitary Regulations.

1.3. SEQUENCING/SCHEDULING

1.3.1. Contractor shall provide these facilities as soon as a work force is active at the site.

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Requirements for protecting existing public and private property on or in the vicinity of the work site and the handling of claims and complaints arising as a result of the work.

1.2. SYSTEM DESCRIPTION

- 1.2.1. Requirements of this section are supplemental to General Conditions Section "Contractor's Responsibilities."
- 1.2.2. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to all public and private property not designated for removal, relocation or replacement in the course of construction. The Contractor shall not damage or disturb existing or future structures adjacent to the construction easement.
- 1.2.3. During construction, if it is necessary to temporarily remove any existing services, they shall be reconnected the same day or temporary services shall be provided. **Affected owners shall be notified 48 hours prior to disruption of service.**
- 1.2.4. Contractor shall protect the natural vegetation and other existing landscape features and surroundings. Where practical, trees shall be protected to the drip-line as shown in the Standards for Soil Erosion and Sediment Control as published by the State Soil Conservation Committee. If damage occurs to a tree's root system within the drip-line, the tree shall be pruned accordingly using accepted tree surgery techniques to compensate for the loss of root system. Damages to tree trunks, limbs, bark and roots shall be repaired using accepted tree surgeon methods.
- 1.2.5. All grass areas beyond the construction limits damaged by the Contractor shall be repaired using seeding methods and materials equal to or better than that which existed prior to construction.
- 1.2.6. Where damage or injury or loss is done to public or private property as a result of the Contractor's execution of the work, such property shall be restored by the Contractor at his expense to a condition equal to or better than that existing prior to the damage.

- 1.2.7. Where property has existing damages that cannot be clearly verified by the preconstruction photographs or video tapes previously submitted, the nature and extent of such damages shall be documented and submitted to the Engineer prior to any construction or construction related activity.
- 1.2.8. Damages to curbs, sidewalks, driveways, lawns, shrubbery, property, monuments or other property that are not documented as pre-existing and do not show on the preconstruction photographs or video tapes, will be viewed as a result of the Contractor's execution of the work and shall be repaired in a manner acceptable to the Engineer. The Contractor shall, at his own expense, take such additional photographs as may be required to document damage which exists prior to construction.

1.3. QUALITY ASSURANCE

- 1.3.1. Survey markers removed or disturbed by the Contractor's Operations shall be reset by a Licensed Land Surveyor registered in the State of the project. Such surveyor shall certify to the Owner that reset markers are located at the same location and/or elevation as they were prior to their removal or disturbance.
- 1.3.2. The Contractor shall expeditiously and satisfactorily resolve all claims and complaints arising as a result of work under this Contract. The Contractor shall provide the services of an authorized representative during normal working hours for the purpose of handling all such claims and complaints. A file shall be maintained to log all claims and complaints and shall include the date and time, person filing the claim or complaint, nature and extent of the claim or complaint, and its resolution. The Contractor must advise the owner monthly in writing of all such claims and complaints received by him including the status of each and for each claim or complaint that has been secured by his insurance company, proof that such has been done.
- 1.3.3. The Contractor shall pay for all costs to handle and resolve all claims or complaints. If within 30 days of receipt of a complaint, the Contractor fails to settle or secure any claim or complaint, the owner may retain such amounts of money from payments that would otherwise be due the Contractor as, in the opinion of the owner, may be required to settle all claims filed with the owner.

1.4. SUBMITTALS

1.4.1. The Contractor will submit to the Engineer lists of damages to property that exist prior to construction or construction related activity. The list shall include the following information:

- Location of damage by station or address
- Nature of damage
- Extent of damage
- Color photographs of damage

1.4.2. Lists shall be submitted sufficiently in advance in order that the Engineer can verify the damages.

**** END OF SECTION ****

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for controlling noise levels resulting from construction activities.

1.2. SYSTEM DESCRIPTION

1.2.1. The Contractor shall control the noise generated by his construction operations.

1.2.2. Noise caused by construction activities shall not exceed the levels permitted by applicable Federal, State or local regulations.

1.2.3. All construction equipment powered by an internal combustion engine shall be equipped with a properly maintained muffler.

1.2.4. Air compressors shall be operated in accordance with the manufacturer's instructions for proper noise abatement.

1.2.5. Air powered equipment shall be fitted with pneumatic exhaust silencers.

1.2.6. Stationary equipment powered by an internal combustion engine shall not be operated within 150 feet of noise sensitive sites without temporary noise barriers placed between the equipment and the noise sensitive sites. Noise sensitive sites shall include residential buildings, motels, hotels, schools, churches, hospitals, nursing homes, libraries and public recreation areas. Temporary noise barriers shall be constructed of plywood or tongue and groove boards with a noise absorbent treatment on the interior surface (facing the equipment).

1.2.7. Unless otherwise permitted by the owner in times of an emergency, powered construction equipment shall not be operated before 7:30 am or after 5:00 pm.

1.2.8. Unless otherwise permitted by the owner in times of an emergency, driving, pulling or other operations entailing the use of vibratory hammers or use of vibratory compactor shall not be permitted before 8:00 am or after 5:00 pm within 100 feet of a noise sensitive site.

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for controlling generation and dispersal of dust.

1.2. SYSTEM DESCRIPTION

1.2.1. The Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust.

1.2.2. The Contractor shall sprinkle with water to control dust.

1.2.3. Areas under immediate construction (including access roads and other affected areas) will be swept clean and wet down sufficiently to lay dust at the end of each day. In addition, these areas will be wet down during non-working hours (including weekends) as often as required to keep the dust under control.

1.2.4. If, in the opinion of the Engineer, the Contractor is not maintaining adequate dust control, the Engineer will notify the Contractor who shall promptly provide whatever methods and means are necessary to bring the dust under control.

1.2.5. In the event of restricted water use in the municipality at the time of bid, the Contractor shall obtain, pay for and transport water from his own sources as required.

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Requirements for properly delivering, storing and handling products.

1.2. SYSTEM DESCRIPTION

1.2.1. Products shall be delivered, stored and handled in a manner that will assure preservation of quality and fitness for incorporation in the work.

1.2.2. As and if required products shall be protected from the elements during storage by providing sheltered, weather-tight enclosures. Skids or platforms shall be provided for products subject to damage by contact with ground.

1.2.3. Packaged materials shall be stored in their original packages or containers with weather resistant tags identifying the package contents, manufacturer's name and Contractor's name.

1.2.4. **Copies of all delivery tickets, vendor tickets, bills of lading and other records shall be given to the Engineer or construction observer at the time of delivery and shall contain the name of supplier, material delivered, quantity of material, date of delivery and project name.**

1.2.5. If partial payments have been made for products or equipment suitably stored off-site, the Contractor shall provide certificates of insurance for full replacement value of the products or equipment.

1.2.5.1. Unless otherwise specified, the Contractor shall provide insurance to hold harmless the Owner and Engineer against liability claims and judgements or demands for damages arising from accidents to persons or property occasioned by transportation, handling and storage of products or equipment. A certificate shall be provided prior to shipping.

1.2.6. The Contractor shall comply with manufacturer's recommendations concerning periodic maintenance requirements for items stored for extended periods.

1.2.7. **Equipment or materials shall not be stored on the site in such a manner as to interfere with the Owner's operation, create obstructions that would endanger the public, or interfere with the work. Equipment and material shall not be stored within 100 feet of any intersection, or on any sidewalks.**

- 1.2.8. Pipe, manholes, appurtenances, backfill material, stone, select materials, and all other construction materials shall not be stored or stockpiled on public thoroughfares or adjoining rights-of-way more than one day in advance of their intended incorporation into the work. **In no case shall any material be stored or stockpiled outside of the rights-of-way or easements or on private property without the written permission of the property owner. A copy of said written permission shall be supplied to the City of Beacon.**

**** END OF SECTION ****

PART 1 GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Requirements for the furnishing of documentation by contractor that are prerequisites to contract closeout.

1.2. SYSTEM DESCRIPTION

- 1.2.1. The information in this section is supplemental to General Conditions for submissions made by the contractor for contract closeout and final payment.

1.3. SUBMITTALS

- 1.3.1. Submissions shall include but not be limited to the following:

- 1.3.1.1. Consent of surety attesting to the fact that the surety has examined the contractor's records and the surety concludes that all payrolls, materials bills, and outstanding indebtedness in connection with the contract have been paid.
- 1.3.1.2. Contractor's release waiving all claims against the owner other than those previously made in writing and still unsettled.
- 1.3.1.3. Maintenance bond, if required.
- 1.3.1.4. Completed operations insurance certificates as required in General Conditions.
- 1.3.1.5. A list from contractor's insurance company indicating status of claims of damages arising from the work. List shall include claimant's name, nature of damage and disposition.
- 1.3.1.6. A list indicating the disposition of claims of damages arising from the work, not designated as insurance claims.
- 1.3.1.7. Evidence satisfactory to the Engineer that deficiencies, as noted by permitting agencies or any other body having jurisdiction over the work, have been satisfactorily completed.
- 1.3.1.8. Extended warranties if required in the individual specification sections.

** END OF SECTION **

PART 1 GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Requirements for leaving the site in a neat and satisfactory condition at the completion of the work.

1.2. SYSTEM DESCRIPTION

- 1.2.1. **During construction, the Contractor shall maintained in a clean and safe manner, and shall dispose of all debris at the end of each work day.**
- 1.2.2. At the completion of construction, the Contractor shall remove all temporary construction facilities and structures unless expressly directed otherwise, and shall remove remaining waste or surplus materials of all kinds from the site and structures occupied during the progress of the work. The Contractor shall leave the site, structures, and adjacent properties which may have been affected by his operation in a neat and satisfactory condition.
- 1.2.3. All silt or other foreign debris that may have been deposited in channels, storm drains or other points of water discharge during the construction period shall be removed. Unless otherwise directed, all temporary erosion control measures, including but not limited to silt fences, hay or straw bales, mulch, etc., shall be removed provided that the areas have been permanently restored.
- 1.2.4. All structures and parts thereof constructed by the Contractor shall be thoroughly cleaned and left in condition satisfactory to the Engineer. Final interior cleaning shall include but not be limited to the following:
- 1.2.4.1. Remove dust, wire cuttings and other debris from inside of electrical cabinets.
 - 1.2.4.2. Dust cabinets, piping, ducting and other equipment.
 - 1.2.4.3. Wash ceilings and walls, if necessary.
 - 1.2.4.4. Sweep, wash and buff resilient floors and baseplates or sweep and wash tile, slate or concrete floors.
 - 1.2.4.5. Wash windows.
- 1.2.5. Final exterior cleaning shall include but not be limited to the following:
- 1.2.5.1. Remove all unused construction and surplus materials.

1.2.5.2. Sweep and clean all walks, streets and roads affected by construction activities.

1.3. SEQUENCING/SCHEDULING

1.3.1. Final cleaning shall be performed after the work is completed and prior to turning the work over to the Owner.

1.4. DISPOSAL

1.4.1. Disposal of waste materials shall conform to the applicable requirements of the Sections "Waste Materials Disposal", "Prohibited Construction Procedures", and "Erosion Control", Division 1.

** END OF SECTION **

DIVISION 7 - THERMAL & MOISTURE PROTECTION

SECTION 07530

EPDM SHEET ROOFING

PART 1 GENERAL

1.1 SUMMARY

A. Work Includes

1. Containment and cleanup of debris generated by any work of this project, sufficient to prevent debris from entering the interior of the building, any treatment tank, or any roof drains.
2. All demolition required to facilitate the installation of the new roofing system.
3. Installation of a fully adhered roofing membrane with flashings, and other items required by the roofing manufacturer to comprise a total roofing system, backed by a 30-year system warranty.
4. The Work includes but is not necessarily limited to the installation of:
 - a. Vapor barrier
 - b. Insulation
 - c. Fasteners
 - d. Roof membrane
 - e. Roof membrane flashings
 - f. Curbs, framing and other items indicated on the Drawings
 - g. Metal flashings
 - h. Sealants and adhesives
 - i. Wood blocking
 - j. Roof sheathing/ coverboard

B. RELATED SECTIONS

1. Section 07620 - Sheet Metal Flashing and Trim
2. Section 07720 - Roof Accessories

1.2 REFERENCES

- A. The New York State Building Code, Latest Edition.
- B. American Society for Testing and Materials (ASTM):

A167	Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip
B209	Aluminum and Aluminum-Alloy Sheet and Plate
D751	Testing Coated Fabrics
D2103	Polyethylene Film and Sheeting
D2240	Rubber Property - Durometer Hardness

- D3884 Abrasive Resistance of Textile Fabrics (Rotary Platform, Double-Head Method)
- D4637 Vulcanized Rubber Sheet Used in Single-Ply Roof Membrane
- D4586 Asphalt Roof Cement, Asbestos Free
- E96 Water Vapor Transmission of Materials
- E108 Fire Tests of Roof Coverings
- C. American National Standards Institute (ANSI)
 - 1. ANSI/FM 4474-2004 (R2010) – American National Standard for Evaluating the Simulated Wind Uplift Resistance of Roof Assemblies Using Static Positive and/or Negative Differential Pressures
- D. Underwriter Laboratories (UL)
 - 1. UL 790 – Standard Test Methods for Fire Tests of Roof Coverings.
- E. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) – (latest issue)
- F. Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue)
- G. National Roofing Contractors Association (NRCA)
 - 1. Roofing and Waterproofing Manual

1.3 SUBMITTALS

- A. The insulation manufacturer shall send, in writing to the Engineer and single-ply manufacturer, a copy of their recommendations for use of his product, including:
 - a. Name of specific project
 - b. Recommended procedures for attachment of insulation to deck, including quantity, density, and/or spacing.
 - c. Recommended procedures for adhering single ply roofing to insulation.
 - d. Statements which express warranty conditions for the successful performance of their insulation for the duration of the single ply manufacturer’s warranty.
- B. Applicators approval certification by manufacturer.
- C. Proposed single ply manufacturer’s specifications.
- D. Sample copy of membrane manufacturer’s 30-year system warranty.
- E. Written documentation from the roofing system manufacturer indicating that they have been advised of all materials proposed for use, including the insulation substrate, fastenings and methods of installation, and that they are satisfied that all the materials and methods are compatible with their system, presenting no exception affecting the issuance of the specified warranty.
- F. Shop Drawings:
 - 1. Sheet membrane layout.
 - 2. Fastener pattern, layout, and spacing requirements for mechanically fastening insulation to metal roof deck.

3. Termination details, Base flashings, cants.
 4. Board by board layout of any tapered system, complying with the drainage pattern required.
 5. Complete board layout of all insulation component, thicknesses, and the average “R” value of the completed insulation system.
 6. Verification of all roof conditions, including but not limited to: dimensions, elevations, and equipment, and conformance of same with the insulation manufacturer prior to shipment.
 7. Walkway pad route drawing.
- G. ANSI/FM 4474-2004 (R2010) test data demonstrating that the proposed roof assembly exhibits a tested uplift load capacity (L_t) equal to the design pressures of Part 1.5 B 4 multiplied by a minimum safety factor of 1.7.
- H. Manufacturers installation instructions revised for project.
- I. Samples:
1. Sheet membrane: One 6 inch square piece.
 2. Sheet flashing: One 6 inch square piece.
 3. Fasteners: Two, each type.
 4. Seam: Two 12 inch square samples of joined seams to represent quality of field joined seams.

1.4 QUALITY ASSURANCE

- A. The roofing system shall be applied only by an approved contractor authorized prior to Bid by roof membrane manufacturer.
- B. The roofing & flashing methods to be employed shall be a complete system, with all insulation, membrane and flashing components and details of installation as recommended by the roofing system manufacturer, which are recognized in the roofing industry for having manufactured and warranted the type of installation proposed, for at least ten (10) years.
- C. Roofing installer shall be experienced in the installation of the specified system(s) and shall be able to demonstrate: not less than eight (8) years of continuous business operation in the roof contracting trade, not less than five (5) years as an approved contractor for the roof membrane manufacturer, and a minimum of five (5) warranted installations of the specified system of comparable scope and size to this project. Roofing installer shall be currently licensed by the approved roofing system manufacturer complying with the requirements of the Contract Documents.
1. Work associated with elastomeric membrane roofing, including (but not limited to) vapor retarders, insulation, flashing and counter flashing, and expansion joints is to be performed by Installer of elastomeric membrane roofing.
- D. Before the Contract is awarded, provide proof of the following:
1. The system manufacturer is familiar with all substrate materials proposed for use, and that the manufacturer agrees to provide all necessary on-site technical assistance to achieve a satisfactory installation.
 2. All materials and workmanship will be in strict accordance with the manufacturer’s recommendations.

3. The installation will be under the constant supervision of an experienced factory trained, licensed contractor. All work pertaining to the installation of the system shall only be completed by contractor personnel trained and authorized by the approved manufacturer in those procedures.
4. A technical representative directly employed by the manufacturer shall visit the Site to inspect the installation of the membrane at least three (3) times each week, and will conduct a final inspection to observe the installed roof system and ascertain that the roofing system has been installed according to applicable manufacturer's specifications & details.
 - a. The manufacturer representative shall also provide a written report certifying that the roof membrane has been installed according to manufacturer recommendations and standards.
- E. There shall be no deviation made from the Specification or the approved Shop Drawings without prior written approval by the system manufacturer, the Engineer and the Owner.
- F. Roofing installer/contractor shall provide a constant full-time superintendent that shall be on site at all times while any work is in progress.

1.5 PERFORMANCE REQUIREMENTS

- A. Submit evidence that the proposed roofing system will meet the identified requirement of the following recognized code approval or testing agencies. These requirements are minimum standards and no roofing work shall commence without written documentation of the system's compliance, as required in the "Submittals" section of this Specification.
 1. Underwriters Laboratories
 - a. UL 790 - Class B Roof Assembly
 2. American Society of Testing and Materials
 - a. ASTM D4637 - Type I Membrane
- B. The materials system and installation shall be resistant to wind uplift to meet the Building Code of New York State, latest edition, requirements per the Structural Design Loads chart located on sheet S-001.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle materials as specified by manufacturer.
- B. Store volatile materials separate from other materials with separation to prevent fire from damaging the work, or other materials.
- C. Protect foam insulation from direct exposure to sunlight.

1.7 WARRANTY

- A. 30-Year Total Systems Warranty: Upon successful completion of the Work and prior to receipt of final payment, provide 30-year Total Systems Warranty including materials and labor with no dollar limit from the approved membrane manufacturer.

PART 2 PRODUCTS

2.1 GENERAL

- A. Materials, products & installation procedures listed herein establish a minimum standard of quality by which the Engineer will evaluate all other materials proposed to accomplish the specified scope of work.
- B. Subject to compliance with requirements provide products from one of following manufacturers:
 - 1. Acceptable Manufacturers include the following:
 - a. Firestone Building Products, Nashville, TN
 - b. Carlisle Syntec Systems, Carlisle, PA
 - c. Johns Manville Corporation, Denver, CO
 - d. Or equal.
- C. Components to be used that are other than those supplied or manufactured by the approved manufacturer may be submitted for review and acceptance by the manufacturer providing the system warranty. Manufacturer's acceptance of any other product is only for a determination of compatibility with their products. The specifications, installation instructions, limitations, and/or restrictions of the respective manufacturers must be reviewed by the Engineer for acceptability for use with the approved system/membrane manufacturer's products.

2.2 EPDM SHEET ROOFING

- A. Conform to ASTM D4637, Type I, Grade 1, color black.
- B. Ethylene, propylene, diene, terpolymer (EPDM) formed into uniform, flexible sheets, 90 mil thick supplied in largest approved sheets possible for the Project, complying with ANSI/RMA IPR-1 and the following physical properties:
 - 1. Tensile Strength – 1305 psi min. (ASTM D412)
 - 2. Elongation – 300% min. (ASTM D412)
 - 3. Tear Resistance, Die C – 150 lbf/in min. (ASTM D624)
 - 4. Ozone Resistance – 7 days, 100 pphm, 104 degrees F, 50% extension, no cracks (ASTM D1149)
 - 5. Heat Aging, Accelerated, 4 Weeks/240 degrees F (ASTM D573)
 - a. Tensile strength – 1205 psi min.
 - b. Elongation – 200% min.
 - 6. Brittleness Temperature – minus 49 degrees F (ASTM D746)
 - 7. Permeability, Water Vapor, Proc. BW – 0.10 perms max. (ASTM E96)
 - 8. Factory Seam Strength – membrane ruptured (ASTM D816, modified)

PROPERTY	TEST METHOD	REQUIREMENT
Shore A Hardness	ASTM D2240	55 to 75 Durometer
Water Vapor Permeance	ASTM E96	Minimum 0.14 perms Water Method
Fungi Resistance	ASTM G21	After 21 days, no sustained growth or discoloration.
Fire Resistance	ASTM E108 Class A	No Combustion Beyond Flame/Heat Source

C. Thickness:

1. Use 0.090-inch thick sheet.

D. Pipe Boots:

1. Molded EDPM designed for flashing of round penetrations, 12 inch minimum height.
2. Color same as roof membrane.

2.3 EPDM FLASHING SHEET

- A. Conform to ASTM D4637, Type I, Grade 1, Class U, unreinforced, color same as roof membrane modified as specified for flashing.
- B. Self curing EPDM flashing, adaptable to irregular shapes and surfaces.
- C. Minimum thickness 0.090-inch.

2.4 MISCELLANEOUS ROOFING MEMBRANE MATERIALS

- A. Sheet roofing manufacturers specified products.
- B. Splice Adhesive: For roofing and flashing sheet.
- C. Lap Sealant: Liquid EPDM rubber for roofing sheet exposed lap edge.
- D. Bonding Adhesives: Neoprene, compatible with roofing membrane, flashing membrane, insulation, metals, concrete, and masonry for bonding roofing and flashing sheet to substrate.
- E. Fastener Sealer: One part elastomeric adhesive sealant.
- F. Insulation: Rigid insulation shall be polyisocyanurate with integrated facing material both sides, approved for use under membrane. Insulation shall comply with FM 4450 or UL 1256 tests for use directly over concrete deck without thermal barrier. Provide tapered insulation as required to obtain counterslopes and provide tapered edge strip cut and installed as required at crickets and up-slope of roof accessories to insure approved drainage. Insulation shall have the following minimum properties:
 1. R-value: 30 (minimum)
 2. Density: 2.0 pcf (ASTM D1622)
 3. Compressive Strength: 20 psi (ASTM C165)
 4. Water Vapor Transmission Perm Rating: <1.0 (ASTM E96)
- G. Temporary Closure Sealers (Night Sealant): Polyurethane two-part sealer.

- H. Primers, Splice Tapes, Cleaners, and Butyl Rubber Seals: As specified by roof membrane manufacturer.
- I. Miscellaneous joint sealants.
- J. Asphalt Roof Cement: ASTM D4586.
- K. Roof Sheathing/ Cover Board:
 - 1. Recovery Board shall be as manufactured by Georgia Pacific product type: DenseDeck Prime or approved equal.
 - 2. Fastening shall be as recommended by the roof membrane manufacturer.

2.5 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard - Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C920 requirements, including those referenced for Type, Grade, Class and Uses.
 - 1. 50% movement in both extension and compression for a total of 100% movement.
- B. One-Part Nonacid-Curing Silicone Sealant - Type S - Grade NS - Class 25 - and complying with the following requirements for uses and additional joint movement capability.
 - 1. Uses T, NT, M, G, A, and as applicable to joint substrates indicated, O.
 - 2. Additional capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C719 to withstand the following, percentage increase and decrease of joint width as measured at time of application and remain in compliance with other requirements of ASTM C920 for uses indicated.
 - a. 100% movement in extension and 50% movement in compression for a total of 150% movement.
- C. Products - Subject to compliance with requirements, provide one of the following:
 - 1. One-Part Nonacid-Curing silicone Sealant:
 - a. Silpruf SCS 2000 - General Electric Co.
 - b. 864 - Pecora Corp.
 - c. Spectrem 2 - Tremco, Inc.
 - d. or equal.

2.6 MISCELLANEOUS LUMBER

- A. Lumber for concealed boards or blocking shall be provided in accordance with Section 06100, Rough Carpentry.

2.7 FASTENERS

- A. Fasteners and washers required for securing nailers to deck:
 - 1. Steel stress plate washers as required by sheet roofing manufacturer:
 - a. Coated against corrosion.
 - b. Separate or attached to fastener.
 - c. Approximately 2-inch diameter or 1-1/2 by 2-1/2 inches rectangular plate with

rounded corners, minimum thickness 0.023-inch.

2. Fastening strip or batten strip for securing roof membrane to deck:
 - a. Stainless steel strip: ASTM A167 type 302 or 304, minimum 0.018-inch thick.
 - b. Aluminum strip: ASTM B209, minimum 0.094-inch thick.
 - c. Rounded corners on strips.
 - d. Form strips 1-1/2 inches wide, 10 feet maximum length with 1/4 by 3/8 inch punched slotted holes at 4-inch centers; centered on width of strip. Punch holes 1/16 inch larger than fastener shank when shank is larger than 3/16 inch.
 3. Wood:
 - a. Screws; Fed. Spec. FF-S-111, Type I, Style 2.5, coated to resist corrosion, length to provide 3/4 inch minimum penetration.
 - b. Nails: Barbed shank, galvanized.
 4. Washers: Neoprene backed metal washer 1-1/8 inch minimum diameter.
 5. To Sheet Metal: Self tapping screw; Fed. Spec. FF-S-107, No. 14. sheet metal screw, minimum thread penetration of 1/4 inch; stainless steel.
- B. Pipe Compression Clamp or Drawband:
1. Stainless steel or cadmium plated steel drawband.
 2. Worm drive clamp device.

2.8 FLEXIBLE TUBING

- A. Closed cell neoprene, butyl polyethylene, vinyl, or polyethylene tube or rod.
- B. Diameter approximately 1-1/2 times joint width.

PART 3 EXECUTION

3.1 GENERAL

- A. Do not apply roof membrane if deck will be used for subsequent work platform, storage of materials, or staging or scaffolding will be erected thereon unless protection provided to distribute loads less than one-half compression resistance of roofing system materials.
 1. Curbs, blocking, edge strips, and other components to which roofing and base flashing is attached in place ready to receive insulation and, roofing.
 2. Coordinate roof operation with sheet metal work and roof insulation work so that insulation and flashing are installed concurrently to permit continuous roofing operations.
 3. Complete installation of flashing, insulation, and roofing in the same day except for the area where temporary protection is required when work is stopped.
- B. Phased construction is not permitted.
- C. Dry out surfaces that become wet from any cause during progress of the work before roofing work is resumed.
- D. Apply materials only to dry substrates.

- E. Except for temporary protection specified, do not apply materials during damp or rainy weather, during excessive wind conditions, nor while moisture (dew, snow, fog, ice, or frost) is present in any amount in or on the materials.
 - 1. Do not apply materials to substrate having temperature of 40 degrees F or less, or when materials applied with the roof require higher application temperature.
 - 2. Do not apply materials when the temperature is below 40 degrees F.
- F. Temporary Protection:
 - 1. Install temporary protection consisting of a temporary seal and water cut-offs at the end of each day's work and when work is halted for an indefinite period or work is stopped when precipitation is imminent.
 - 2. Temporarily seal exposed surfaces of insulation within the roofing membrane.
 - 3. Do not leave insulation surfaces or edges exposed.
 - 4. Use polyethylene film or building paper to separate roof sheet from bituminous materials.
 - 5. Apply the temporary seal and water cut off by extending the roof membrane beyond the insulation and securely embedding the edge of the roof membrane in 1/4-inch- thick by 2 inches wide strip of temporary closure sealant (night sealant) and weight edge with sandbags, to prevent displacement; space sandbags not over 8 foot centers. Check daily to ensure temporary seal remains watertight. Reseal open areas and weight down.
 - 6. Before the work resumes, cut off and discard portions of the roof membrane in contact with roof cement or bituminous materials.
 - a. Cut not less than 6 inches back from bituminous coated edges or surfaces.
 - b. Remove temporary polyethylene film or building paper.
 - 7. Remove and discard sandbags contaminated with bituminous products.
 - 8. For roof areas that are to remain intact and that are subject to foot traffic and damage, provide temporary wood walkways with notches in sleepers to permit free drainage.
 - 9. Provide 6 mil polyethylene sheeting or building paper cover over roofing membrane under temporary wood walkways and adjacent areas. Round all edges and corners of wood bearing on roof surface.

3.2 PREPARATION

- A. Test pull out resistance of fasteners in deck in the presence of the Engineer before starting roofing work. Tests are not required for wood. Tests will be required for any fasteners used to attach new nailers to concrete substrate where such fasteners are required by the roofing manufacturer.
 - 1. Test applicable fastener type in applicable deck.
 - 2. Install fasteners through a sample of the insulation, if any is to be used, into the structural deck.
 - 3. Test the pull out resistance with a pull out tester.
 - 4. Test one fastener in each deck level and one for every 2500 square feet of deck type and level.

5. Test at locations designated by Engineer.
 6. Do not proceed with the roofing work if the pull out resistance of the fasteners is less than specified.
 7. Test results:
 - a. Repeat tests using other type fasteners or use additional fasteners to stay within the pullout load resistance criteria.
- B. The building and its contents shall be protected against all risks, and any damages shall be repaired or replaced. All exterior building and ground areas shall be protected from damage. Debris generated by any work of this project must be prevented from entering the interior of the building, any treatment tank, any roof drains, or the nearby reservoir.
1. This may include, but will not be limited to, cleaning by vacuum cleaner or other means daily, or more frequently, as needed to achieve the required result stated above.
 2. It may also be necessary to erect barriers to prevent the migration of sawdust or particles of insulation.
 3. The grounds surrounding the building will be monitored closely by the construction observer and Aquarion staff.
- C. Remove dirt, debris, and surface moisture. Cover or fill voids greater than 6 mm (1/4 inch) wide to provide solid support for roof membrane.
- D. Install separation sheet over bituminous material on deck surface lapping edges and ends 150 mm (6 inches) or as recommended by roof membrane manufacturer.
1. Do not install of separation sheet beyond what can be covered by roofing membrane each day.
 2. Use polyethylene, or building paper, that will be compatible with seaming method.
 3. Insure separation sheet completely isolates bituminous materials from EPDM roofing membrane.
 4. Turn up at penetrations, or other surfaces where bituminous materials occur, to cover bituminous product.
 5. Turn down over edges of blocking at perimeters to cover blocking.

3.3 INSULATION INSTALLATION

- A. Insulation shall be installed according to insulation manufacturer instructions using a low rise foam adhesive as specified in paragraph 3.3 F.
- B. Insulation shall be neatly cut to fit around penetrations and projections.
- C. Tapered insulation shall be installed in accordance with insulation manufacturer's approved shop drawings.
- D. Do not install more insulation board than can be covered with approved membrane by the end of the day or the onset of inclement weather.
- E. Use at least 2 layers of insulation when the total insulation thickness exceeds 2.5 inches. Stagger joints at least 12 inches between layers.
- F. Full spray or beads of urethane adhesive may be used. When applied in beads, bead spacing shall be as required by the roofing manufacturer's warranty requirements. Apply adhesive

bead so that the distance from the edge of the board does not exceed half the required bead spacing.

- G. Walk the boards into the adhesive and roll using a 30” wide, 100-150 pound steel roller to ensure full embedment. Hold the insulation boards in place with weights until the adhesive has set.

3.4 INSTALLATION OF ROOFING AND FLASHING

- A. Install membrane by unrolling over prepared substrate, lapping adjoining sheets as recommended by the manufacturer, minimum of 3 inches. Cut sheets to maximum size possible to minimize seams.
- B. Do not allow the membrane to come in contact with surfaces contaminated with asphalt, coal tar, oil, grease, or other substances which are not compatible with EPDM roofing membrane.
- C. If possible, install the membrane so the sheets run perpendicular to the long dimension of the insulation boards.
- D. If possible, start at the low point of the roof and work towards the high point. Lap the sheets so the flow of water is not against the edges of the sheet. Coordinate with roof insulation installation.
- E. Position the membrane so it is free of buckles and wrinkles.
- F. Roll sheet out on deck; inspect for defects as sheet is being rolled out and remove defective areas.
 - 1. Allow 30 minutes for relaxing before proceeding.
 - 2. Lap edges and ends of sheets 3 inches or more as recommended by the manufacturer. Clean lap surfaces as specified by manufacturer.
 - 3. Adhesively splice laps. Apply pressure as required. Seam strength of laps as required by ASTM D4637.
 - 4. Check seams to ensure continuous adhesion and correct defects.
 - 5. Finish edges of laps with a continuous beveled bead of lap sealant to sheet edges to provide smooth transition as specified by manufacturer.
 - 6. Finish seams as the membrane is being installed (same day).
 - 7. Anchor perimeter to deck or wall as specified.
- G. Install flashings as the membrane is being installed (same day). If the flashing cannot be completely installed in one day, complete the installation until the flashing is in a watertight condition and provide temporary covers or seals.
- H. Flashing Roof Drains:
 - 1. Install roof drain flashing as recommended by the membrane manufacturer, generally as follows:
 - a. Coordinate to set the metal drain flashing in asphalt roof cement, holding cement back from the edge of the metal flange.
 - b. Do not allow the roof cement to come in contact with the EPDM roof membrane.

- c. Adhere the EPDM roof membrane to the metal flashing with the membrane manufacturer's recommended bonding adhesive.
 - 2. Turn down the metal drain flashing and EPDM roof membrane into the drain body and install clamping ring and strainer.
- I. Installing EPDM Base Flashing and Pipe Flashing:
 - 1. Install EPDM flashing membranes to pipes, walls or curbs to a height not less than 12 inches above roof surfaces and 4 inches on roof membranes.
 - a. Adhere flashing to pipe, wall or curb with bonding adhesive.
 - b. Form inside and outside corners of EPDM flashing membrane in accordance with NRCA EPDM Single-Ply Detail 1989-N. Form pipe flashing in accordance with NRCA Single-Ply Detail 1989-T-1, pipe boot, or 1987-T-2, flashing membrane.
 - c. Lap ends not less than 4 inches.
 - d. Adhesively splice flashing membranes together and flashing membranes to roof membranes. Finish exposed edges with sealant as specified.
 - e. Install flashing membranes in accordance with NRCA EPDM Single-Ply Details 1989 E, 1989-H, 1989-N and 1989-T-1 or 1989-T-2.
 - 2. Anchor top of flashing to curbs with fasteners spaced not over 6 inches on center. Use surface mounted fastening strip with sealant on ducts. Use pipe clamps on pipes or other round penetrations.
 - 3. Apply sealant to top edge of flashing.
- J. Repairs to membrane and flashings:
 - 1. Remove sections of EPDM sheet roofing or flashing that is creased wrinkled or fishmouthed.
 - 2. Cover removed areas, cuts and damaged areas with a patch extending 4 inches beyond damaged, cut, or removed area. Adhesively splice to roof membrane or flashing. Finish edge of lap with sealant as specified.

3.5 INSTALLATION OF JOINT SEALANTS

- A. General - Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Elastomeric Sealant Installation Standard - Comply with recommendations of ASTM C1193 for use of joint sealants as applicable to materials, applications and conditions indicated.
- C. Solvent-Release-Curing Sealant Installation Standard - Comply with requirements of ASTM C1193 use of solvent-release-curing sealants.
- D. Installation of Sealant Backings - Install sealant backings to comply with the following requirements:
 - 1. Install joint-fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths, which allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint-fillers.

- b. Do not stretch, twist, puncture or tear joint fillers.
 - c. Remove absorbent joint fillers, which have become wet prior to sealant application and replace with dry material.
 - 2. Install bond breaker tape between sealants and joint fillers, compression seals or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.
 - 3. Install compressible seals serving as sealant backings to comply with requirements indicated above for joint fillers.
- E. Installation of Sealants - Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants - Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform bends of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Do not use tooling agents, which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
- 1. Provide concave joint configuration per Figure 5A in ASTM C1193, unless otherwise indicated.
- G. Installation of Preformed Foam Sealants - Install each length of sealant immediately after removing protective wrappings, taking care not to pull or stretch material, and complying with sealant manufacturer's directions for installation methods, materials and tools which produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperature where expansion of sealant requires acceleration to produce seal, apply heat to sealant in conformance with sealant manufacturer's recommendations.

3.6 FIELD QUALITY CONTROL

- A. Examine and probe seams in the membrane and flashing in the presence of the Engineer and Membrane Manufacturer's Inspector.
- B. Probe the edges of welded seams with a blunt tipped instrument. Use sufficient hand pressure to detect marginal bonds, voids, skips, and fishmouths.
- C. Cut 4 inch wide by 12 inch long samples through the seams where directed by the Resident Engineer.
 - 1. Cut one sample for every 1500 linear feet of seams.
 - 2. Cut the samples perpendicular to the longitudinal direction of the seams.
 - 3. Failure of the samples to maintain the standard of quality within a reasonable tolerance of the approved samples will be cause for rejection of the work.
- D. Repair areas of welded seams where samples have been taken or marginal bond voids or skips occur.
- E. Repair fishmouths and wrinkles by cutting to lay flat and installing patch over cut area extending 4 inches beyond cut.

3.7 TEMPORARY ROOF

- A. Install temporary roof when sequences of work or weather does not permit installation of a completed permanent roof system or roof would be subject to phasing of roof work, construction traffic, scaffolds, and work over roof area. Temporary roofing shall be installed prior to leaving site each night that roofing/decking is not fully installed.
- B. Use 0.045-inch thick non-reinforced EPDM membrane or other temporary membrane as approved.
- C. Secure membrane to deck with mechanical fasteners or temporary ballast not exceeding deck dead load capacity.
- D. Temporary roofing/decking shall be securely fastened and tied down to withstand wind, snow, rain, and other environmental conditions.
- E. Repair cuts, tears, and punctures with patches to keep system watertight.
- F. Install permanent roof system within one year.

END OF SECTION

SECTION 07620

SHEET METAL FLASHING AND TRIM

PART 1

GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Exposed trim and fascia
 - 2. Metal flashing
 - 3. Roof Edge Metal
- B. Related Sections
 - 1. Section 07700 – Roof Accessories
 - 2. Section 07530 – EPDM Sheet Roofing

1.2 REFERENCES

- A. The Building Code of New York State, latest Edition.
- B. AAMA 605.2
- C. ASTM B209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- D. ASTM B32 – Standard Specification for Solder Metal
- E. ASTM D4397 – Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications
- F. ASTM E154 – Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover
- G. AAMA 605.2 – Specification for High Performance Organic Coatings on Architectural Extrusions and Panels
- H. FS UU-B-790
- I. SMACNA – Sheet Metal and Air Conditioning Contractors' National Association

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges to comply with requirements of the Building Code of New York State, latest Edition or recommendations of FM Loss Prevention Data Sheet 1-49.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specifications.

- B. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.
- C. Samples of sheet metal flashing, trim, and accessory items, in the specified finish. Where finish involves normal color and texture variations, include sample sets composed of 2 or more units showing the full range of variations expected.
 - 1. 8-inch square samples of specified sheet materials to be exposed as finished surfaces.
 - 2. 12-inch long samples of factory-fabricated products exposed as finished Work. Provide complete with specified factory finish.
- D. Qualification data for firms and persons to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an Installer with 10 years of experience and who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

1.6 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

PART 2

PRODUCTS

2.1 METALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designated below:
 - 1. Aluminum Sheet: ASTM B209, 3003-H14, with a minimum thickness of 0.060 inch, unless otherwise indicated.
 - 2. Provide factory painted finish for exposed aluminum flashing and trim consisting of 0.2 to 0.4 mil prime coat and minimum finish coat thickness of 1.0 mil baked at 450°F metal temperature. Coating system shall be Kynar 500 Fluoropolymer or equal.

2.2 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Solder: ASTM B32, Grade Sn50, used with rosin flux.
- B. Fasteners: Same metal as sheet metal flashing or other non-corrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- C. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat
- D. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant

- E. Elastomeric Sealant: Generic type recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealants"
- F. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints
- G. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal
- H. Paper Slip Sheet: 5-lb/square red rosin, sized building paper conforming to FS UU-B-790, Type I, Style 1b.
- I. Polyethylene Underlayment: ASTM D4397, minimum 6-mil thick black polyethylene film, resistant to decay when tested according to ASTM E154.
- J. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; non-corrosive; size and thickness required for performance

2.3 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- E. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- F. Expansion Provisions: Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- G. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- H. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- I. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.

- J. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, non-corrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

2.4 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Leaders and Downspouts: Fabricate from the following material:
 - 1. Aluminum: 0.032 inch thick
- C. Exposed Trim, Gravel Stops, and Fascia: Fabricate from the following material:
 - 1. Aluminum: 0.060 inch thick
- D. Base Flashing: Fabricate from the following material:
 - 1. Aluminum: 0.060 inch thick
- E. Counterflashing: Fabricate from the following material:
 - 1. Aluminum: 0.060 inch thick.
- F. Through-wall Flashing: Fabricate from the following material:
 - 1. Aluminum: 0.060 inch thick.
- G. Flashing Receivers: Fabricate from the following material:
 - 1. Aluminum: 0.060 inch thick.

2.5 ALUMINUM FINISHES

- A. General: Comply with Aluminum Association's (AA) "Designation System for Aluminum Finishes" for finish designations and application recommendations.
- B. High-Performance Organic Coating Finish: AA-C12C42R1x Organic Coating (as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's instructions.
 - 1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss:
 - 1) Aluminum Fascia: As selected by the Owner.
 - 2) Gravel stop: As selected by the Owner.
 - 3) Other materials and assemblies: As selected by Owner from manufacturer's full range of choices for color and gloss.

PART 3

EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Roof-Edge Flashings: Secure metal flashings at roof edges in accordance with performance requirements specified in Section 1.3.B.
- D. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches, except where pretinned surface would show in finished Work.
 - 1. Do not solder the following metals:
 - a. Aluminum.
 - 2. Pretinning is not required for the following metals:
 - a. Lead-coated copper.
 - 3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- F. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
 - 1. Use joint adhesive for nonmoving joints specified not to be soldered.

- G. Seams:
 - 1. Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 2. Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- H. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
 - 1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.
 - 2. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- I. Reglets: Install reglets to receive counterflashing according to the following requirements:
 - 1. Where reglets are shown in masonry, furnish reglets for installation under Section 04810, Unit Masonry Assemblies.
- J. Counterflashings: Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches and bed with sealant.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

SECTION 07720 ROOF
ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof Curbs
2. Roof Hatches

3. Equipment Supports

B. Related Sections:

1. Section 07530 – EPDM Sheet Roofing
2. Section 07620 – Sheet Metal Flashing and Trim

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, materials, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show fabrication and installation details. Indicate dimensions, weights, loadings, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other Work.
- C. Coordination Drawings: Roof plans drawn to scale and coordinating penetrations and roof-mounted items. Show the following:
1. Size and location of roof accessories specified in this Section.
 2. Method of attaching roof accessories to roof or building structure.
 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
- D. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for roof accessories with factory-applied color finishes.
- E. Samples for Verification: For each type of exposed finish required, prepared on Samples in manufacturer's standard sizes, and of same thickness and material indicated for the Work. If finishes involve normal color or shade variations, include sample sets showing the full range of variations expected.

1.3 QUALITY ASSURANCE

A. Standards: Comply with the following:

1. SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Roof Curbs and Equipment Supports:
 - a. Conn-Fab Sales, Inc.
 - b. Curbs Plus, Inc.
 - c. Custom Curb, Inc.
 - d. Pate Co.(The).
 - e. ThyCurb, Inc.
 2. Roof Hatch
 - a. Bilco - Model Type F-40 Single Leaf roof hatch basis of design
 - b. Milcor
 - c. Babcock-Davis Hatchways, Inc.
 - d. Or equal

2.2 MATERIALS, GENERAL

- A. Aluminum Sheet: ASTM B 209 for alclad alloy 3005H25 or alloy and temper required to suit forming operations, with mill finish, unless otherwise indicated.
- B. Extruded Aluminum: ASTM B 221 alloy 6063-T52 or alloy and temper required to suit structural and finish requirements, with mill finish, unless otherwise indicated.
- C. Galvanized Steel Sheet: ASTM A 653/A 653M with G90 coating designation; commercial quality, unless otherwise indicated.
1. Structural Quality: Grade 40, where indicated or as required for strength.
- D. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M with Class AZ-50 coating, structural quality, Grade 40, or as required for strength.
- E. Insulation: Manufacturer's standard rigid or semi-rigid glass-fiber board of thickness indicated.
- F. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, complying with AWPA C2; not less than 1-1/2 inches thick.
- G. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other non-corrosive metal as recommended by manufacturer. Match finish of exposed fasteners with finish of material being fastened.
1. Where removing exterior exposed fasteners affords access to building, provide nonremovable fastener heads.
 2. Carbon steel, aluminum and electroplated galvanized steel fasteners and connectors shall not be used in contact with treated wood.

- H. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.
- I. Bituminous Coating: SSPC-Paint 12, solvent-type bituminous mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coating.
- J. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- K. Elastomeric Sealant: Generic type recommended by unit manufacturer that is compatible with joint surfaces; ASTM C 920, Type S, Grade NS, Class 25, and Uses NT, G, A, and, as applicable to joint substrates indicated, O.

2.3 ROOF CURBS

- A. General: Provide roof curbs capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported on roof curbs. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.
- B. Fabrication: Unless otherwise indicated or required for strength, fabricate units from minimum 0.063-inch-thick, sheet aluminum with welded corner joints.
 1. Provide preservative-treated wood nailers at tops of curbs and formed flange at perimeter bottom for mounting to roof.
 2. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
 3. Provide manufacturer's standard rigid or semirigid insulation where indicated.
 4. Provide formed cants and base profile coordinated with roof insulation thickness.
 5. Fabricate units to minimum height of 12 inches, unless otherwise indicated.
 6. Sloping Roofs: Where slope of roof deck exceeds ¼ inch per foot, fabricate curb units with water diverter or cricket and with height tapered to match slope to level tops of units.

2.4 EQUIPMENT SUPPORTS

- A. General: Provide equipment supports capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.
- B. Fabrication: Unless otherwise indicated or required for strength, fabricate units from minimum 0.063-inch-thick, sheet aluminum with welded corner joints.
 1. Provide preservative-treated wood nailers at tops of curbs and formed flange at perimeter bottom for mounting to roof.
 2. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
 3. Fabricate units to minimum height of 12 inches, unless otherwise indicated.

4. Sloping Roofs: Where slope of roof deck exceeds 1/4 inch per foot, fabricate support units with height tapered to match slope to level tops of units.

2.5 ROOF HATCH

- A. Provide Bilco Aluminum Roof Hatch Type F-40, basis of design, or equal by listed manufacturers.
 1. Curb: 12" in height with integral capflashing, 1" fiberboard insulation, fully welded at corners, and 3-12" mounting flange with 7/16" holes provided for securing frame to the roof deck.
 2. Cover: brakeformed, hollow metal design with 1" concealed fiberglass insulation 3" beaded, overlapping flange, fully welded at corners and internally reinforced for 40 psf live load. Cover shall be 11-gauge aluminum. Gasket shall be extruded EPDM rubber permanently adhered to cover.
 3. Aluminum roof hatch shall have a mill finish.

2.6 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's written instructions. Coordinate installation of roof accessories with installation of roof deck, roof insulation, flashing, roofing membranes, penetrations, equipment, and other construction involving roof accessories to ensure that each element of the Work performs properly and that combined elements are waterproof and weathertight. Anchor roof accessories securely to supporting structural substrates so they are capable of withstanding lateral and thermal stresses, and inward and outward loading pressures.
- B. Install roof accessory items according to construction details of NRCA's "Roofing and Waterproofing Manual," unless otherwise indicated,
- C. Separation: Separate metal from incompatible metal or corrosive substrates, including wood, by coating concealed surfaces, at locations of contact, with bituminous coating or providing other permanent separation. Confirm compatibility with roofing membrane system where direct contact may occur.
- D. Flange Seals: Unless otherwise indicated, set flanges of accessory units in a thick bed of roofing cement to form a seal. Confirm compatibility with roofing membrane system where direct contact may occur.

- E. Cap Flashing: Where required as component of accessory, install cap flashing to provide waterproof overlap with roofing or roof flashing (as counterflashing). Seal overlap with thick bead of mastic sealant.
- F. Operational Units: Test-operate units with operable components. Clean and lubricate joints and hardware. Adjust for proper operation.

3.2 CLEANING AND PROTECTION

- A. Clean exposed surfaces according to manufacturer's written instructions. Touch up damaged metal coatings.

END OF SECTION

DIVISION 20 - ASBESTOS ABATEMENT

SECTION 020800 – ASBESTOS ABATEMENT

SECTION 020800 – ASBESTOS ABATEMENT PROCEDURES

PART I – GENERAL

1.01 DESCRIPTION

All work under this contract shall be performed in strict accordance with the specifications and all applicable laws for asbestos removal projects. The Abatement Contractor shall furnish all labor, materials, supervision, services, insurance and equipment necessary for the complete and total removal of Asbestos-containing Materials (ACM) as described herein, in attachments to the specification, Job Specific Variance(s) and/or as directed by the Owners Representative(s) to support the Beacon Wastewater Treatment Plant Improvement Project.

- A. Abatement Contractor shall provide for personnel air monitoring to satisfy OSHA regulation 29 CFR Parts 1926.1101(f). All work performed shall be in strict accordance with applicable provisions and regulations promulgated under New York State Department of Labor, Industrial Code 56 (ICR-56).
- B. The Abatement Contractor shall satisfy the requirements for asbestos projects issued by the New York State Department of Labor concerning licensing and certification; notification; equipment; removal and disposal procedures; engineering controls; work area preparation; decontamination and clean-up procedures; and personnel air monitoring.
- C. The Abatement Contractor shall be responsible for submittal of asbestos project notification(s) and applicable fees to EPA and NYSDOL concerning this project. Project notification(s) shall be made for the cumulative total of ACM to be removed as required by ICR-56-3.4. Work practices for each individual work area established shall be consistent with the quantity of ACM contained within that work area as defined in ICR-56-2.
- D. The scope of work under this contract shall include the following:
 1. All asbestos-containing materials (ACM) shall be removed in accordance with these specifications. The Abatement Contractor is responsible for field verification of estimated quantities, locations and other site conditions that may affect work.
 2. All fixed objects remaining within the work area(s) shall be protected as required by Title 12 NYCRR Section 56-7.10(b) and as described in these specifications.
 3. The containerization, labeling and disposal of all asbestos waste in accordance with applicable city, state and federal regulations and these specifications.
 4. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to, ceiling tiles, ceiling finishes, wall finishes and/or floor finishes, etc.
 5. The Abatement Contractor shall be responsible for any and all demolition required to access materials identified in scope of work and on associated drawings.
 6. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner(s) immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. If the Abatement Contractor removes additional asbestos prior to the order to proceed the additional work will not be acknowledged.

7. Permissible working hours shall be Monday through Friday 7:00 A.M. to 4:00 P.M. and/or as defined by the Owner(s) and/or Owner's Representative(s). Holidays shall be considered weekends and not included for working days. Upon written approval from the Owner, the Abatement Contractor may work past these hours. The Abatement Contractor will incur any and all costs associated for work performed beyond the defined schedule including, but not limited to abatement activities, project/air monitoring, custodial/staffing labor, overtime, mobilizations, etc.
8. The Abatement Contractor shall remove all identified Asbestos-containing Materials (ACM) to building substrate(s); in areas indicted. Subsequent to final air clearances, the substrate(s) shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering and eliminate residual odors.
9. The Abatement Contractor must coordinate location of waste containers with the Facility and the Owner. Deliveries and storage of equipment must be coordinated with the Facility and the Owner.

1.02 PRE-CONTRACT SUBMITTALS

Within three (3) days after bids are opened, the three (3) apparent low bidders shall be required to submit the following documentation:

A. Resume': Shall include the following:

1. Provide a list of projects of similar nature performed within the past two (2) years and include the dollar value of all projects. Provide project references to include owner, consultant, and air monitoring firms' name, contact person, address, and phone number, include location of project and date of completion.
2. Abatement Contractor license issued by New York State Department of Labor for asbestos work in accordance with ICR-56-3.
3. A list of owned equipment available to be used in the performance of the project.
4. The number of years engaged in asbestos removal.
5. An outline of the worker training courses, and medical surveillance program conducted by the Abatement Contractor.
6. A standard operating procedures manual describing work practices and procedures, equipment, type of decontamination facilities, respirator program, special removal techniques, etc.
7. Documentation to the satisfaction of the Owner pertaining to the Abatement Contractor's financial resources available to perform the project. Such data shall include, but not be limited to, the firm's balance sheet for the last fiscal year.

B. Citations/Violations/Legal Proceedings

1. Submit a notarized statement describing any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous asbestos abatement contracts. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions.

2. Answer the question: "Has your firm or its agents been issued a Stop Work order on any project within the last two years?" If "Yes" provide details as discussed above.
3. Answer the question: "Are you now, or have you been in the past, a party to any litigation or arbitrations arising out of your performance on Asbestos Abatement Contracts?" If "Yes" provide details as discussed in 1. above.
4. Describe any liquidated damages assessed within the last two years.

C. Preliminary Schedule

1. Provide a detailed schedule including work dates, work shift times, estimate of manpower to be utilized and the start and completion date for completion of each major work area.

1.03 DOCUMENTATION

- A. The Abatement Contractor shall be required to submit the following and receive the Consultant's approval prior to commencing work on this project:
 1. Provide documentation of worker training for each person assigned to the project. Documentation shall include copies of each workers valid New York State asbestos handler certificates (for those employees who may perform asbestos removal), documentation of current respirator fit test and current OSHA required training and medical examination.
 2. The attached "Asbestos Employee Medical Examination Statement" and "Asbestos Employee Training Statement" forms shall be completed, signed and submitted for each worker assigned to the project. Records of all employee training and medical surveillance shall be maintained for at least forty (40) years. Copies of the records shall be submitted to the Consultant prior to commencement.
 3. The Abatement Contractor shall submit proof of a current, valid license issued by the New York State Department of Labor pursuant to the authority vested in the Commissioner by section 906 of the Labor Laws, and that the employees performing asbestos related work on this project are certified by the State of New York as required in Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York latest edition. Copies of all licenses shall be submitted prior to the commencement of the project.
 4. The Abatement Contractor shall submit a written respiratory protection program meeting the requirements of 29 CFR 1910.134 to the Consultant.
 5. The name, address, social security number and NYS DOL certificate number of the person(s) who will supervise the asbestos project.
 6. The name and address of the deposit or waste disposal site or sites where the asbestos materials are to be deposited or disposed of. This site must be approved by the Owner. The manifesting procedure must also be specified.
 7. The name, address and New York State Dept. of Environmental Conservation ID Number of any transporters that are to be used to transport waste.

8. A written Standard Operation Procedure (SOP) that is designed and implemented to maximize protection against human exposure to asbestos dust. The SOP shall take into consideration the workers, visitors, building employees, general public and environment. As a minimum the procedures must include the following:
 - a. Project organization chart including the phone numbers of at least two responsible persons who shall be authorized to dispatch men and equipment to the project in the event of an emergency: including weekends.
 - b. Description of protective clothing and NIOSH approved respirators to be used.
 - c. Description of all removal methods to be used, including HEPA air filtration and decontamination sequence with special emphasis on any procedure that may deviate from these specifications.
 - d. A list of manufacturers' certificates stating that all vacuums, negative air filtration equipment, respirators and air supply equipment meet OSHA and EPA requirements.
 - e. A list of all materials proposed to be furnished and used under this contract.
 - f. Emergency evacuation procedures in the event of fire, smoke, or accidents such as injury from falling, heat exposure, electrical shock, etc.
 - g. The name, address and ELAP number of the New York State Department of Health Certified Analytical Testing Laboratory the Contractor proposes to use for the OSHA monitoring, if required.
 9. Work schedule, identifying firm dates and completion for actual areas.
- B. The Abatement Contractor shall post their NYS DOL contractor's license and maintain a daily log documenting the dates and time of the following items within each personal decontamination unit:
1. Meetings; purpose, attendants, discussion (brief)
 2. Sign-in and sign-out of all persons entering the work area including name, date, time, social security number, position or function and general description of daily activity.
- C. The Abatement Contractor shall provide records of all project information, to include the following which shall be submitted upon completion of the project and prior to approval of the Abatement Contractor's payment application:
1. The location and description of the abatement project.
 2. The name, address, and social security number of the person(s) who supervised the asbestos project.
 3. Certified payroll documentation Pursuant to Article 8, Section 220 of the NYS Labor Law
 4. Copies of EPA/NYS DOL Asbestos Certificates for all Workers and Supervisors employed on the Project.
 5. Copies of Medical Approval and Respirator Fit-testing for all Asbestos Workers and Supervisors employed on the Project.

6. Copies of Abatement Contractors Daily Sign-In Sheets & Logs for persons entering and leaving the work area. – Title 12 NYCRR Part 56-7.3.
7. Copies of Abatement Contractor’s personal air sampling laboratory results.
8. The amounts and type of asbestos materials that was removed, enclosed, encapsulated, or disturbed.
9. The name and address of the deposit or waste disposal site or sites where the asbestos waste materials were deposited or disposed of and all related manifests, receipts and other documentation associated with the disposal of asbestos waste.
10. The name and address of any transporters used to transport waste and all related manifests, receipts and other documentation associated with the transport of asbestos waste.
11. All other information that may be required by state, federal or local regulations.
12. Copy of the Supervisor’s Daily Project Log of events as described in 1.03 B, above.

1.04 NOTIFICATIONS AND PERMITS

A. The Abatement Contractor shall be required to prepare and submit notifications to the following agencies at least ten (10) days prior to the commencement of the project:

1. Asbestos NESHAPS Contact
U.S. Environmental Protection Agency
NESHAPS Coordinator, Air Facilities Branch
26 Federal Plaza
New York, New York 10007
(212) 264-7307
2. State of New York Department of Labor
Division of Safety and Health
Asbestos Control Bureau
State Office Building Campus, Building 12, Room 454
Albany, New York 12240

B. The notification shall include but not be limited to the following information:

1. Name and address of Owner.
2. Name, address, and asbestos handling license number of the Abatement Contractor.
3. Address and description of the building, including size, age, and prior use of the building or area; the amount, in square feet or linear feet of asbestos material to be removed; room designation numbers or other local information where asbestos material is found, including the type of asbestos material (friable or non-friable).
4. Scheduled starting and completion dates for removal.
5. Methods to be employed in abating asbestos containing materials.
6. Procedures and equipment, including ventilating/exhaust systems, that will be employed to comply with the Code of Federal Regulation (CFR) Title 40, Part 61 of the U.S. Environmental

Protection Agency.

7. The name and address of the carting company and of the waste disposal site where the asbestos waste will be deposited.

NOTE: Notifications shall be submitted using standard forms as may be used by the respective agency.

For DOL (NYS) include "Asbestos Project Notification" form (DOSHS-483) with proper fee, if required. For EPA include "Notification of Demolition and Renovation"; 40 CFR Part 61.

- C. The Abatement Contractor shall secure any permits required by the city, town, county, or state that may be required and the cost for obtaining the permit shall be included in his base bid.
- D. The Abatement Contractor shall post at entrances to the workplace and immediate adjacent areas, notifications to building occupants which include the name and license number of the contractor, project location and size, amount and type of ACM, abatement procedures, dates of expected occurrence and name and address of the air monitor and laboratory in compliance with ICR 56-3.6.
- E. The Abatement Contractor shall post a list of emergency telephone numbers at the job site which shall include the Owner's Representative, police, emergency squad, local hospital, Environmental Protection Agency, N.Y. State Department of Labor, Occupational Safety and Health Administration and the local Department of Health.

1.05 APPLICABLE STANDARDS

Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effects (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith. Resolution of overlapping and conflicting requirements, which result from the application of several different industry standards to the same unit of work, shall be by adherence to the most stringent requirement.

- A. Applicable standards listed in these Specifications form a part of this Specification and include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:
 1. ANSI:
American National Standards Institute
1430 Broadway
New York, New York 10018
 2. ASHRAE:
American Society for Heating, Refrigerating
and Air Conditioning Engineers
1791 Tullie Circle NE
Atlanta, Georgia 30329
 3. ASTM:
American Society for Testing and Materials
1916 Race Street
Philadelphia, Pennsylvania 19103

4. CFR
Code of Federal Regulations Available
from Government Printing Office
Washington, District of Columbia 20402

5. CGA
Compressed Gas Association
1235 Jefferson Davis Highway
Arlington, Virginia 22202

6. CS
Commercial Standard of NBS
(US Dept. of Commerce)
Government Printing Office
7. EPA
Environmental Protection Agency, Region II
26 Federal Plaza
New York, New York 10007
Asbestos Coordinator - Room 802
(212) 264-9538
Part 61, Sub-Parts A & B
National Emission Standard for Asbestos
8. FEDERAL SPECS
Federal Specification (General Services Administration)
7th and D Street, SW
Washington, District of Columbia 20406
9. NBS
National Bureau of Standards
(US Department of Commerce)
Gaithersburg, Maryland 20234
10. NEC
National Electrical Code (by NFPA)
11. NFPA
National Fire Protection Association
Batterymarch Park
Quincy, Massachusetts 02269
12. NIOSH
National Institute for Occupational Safety and Health
26 Federal Plaza
New York, New York 10007
13. NYSDOH
New York State Department of Health
Bureau of Toxic Substance Assessment
Room 359 - 3rd Floor
Tower Building Empire State Plaza
Albany, New York 12237
14. NYSDEC
New York State Department of Environmental Conservation
Room 136
50 Wolf Road
Albany, New York 12233-3245

15. NYSDOL

State of New York Department of Labor
Division of Safety and Health
Asbestos Control Program
State Campus
Building 12
Albany, New York 12240

16. OSHA

Occupational Safety and Health Administration
(US Department of Labor)
New York Regional Office - room 3445
1515 Broadway
New York, New York 10036

17. UL

Underwriters Laboratories
333 Pfingsten Road
Northbrook, Illinois 60062

B. Federal Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA):

- a. Asbestos Regulations
Title 29, Part 1910, of the Code of Federal Regulations.
- b. Respiratory Protection
Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
- c. Construction Industry
Title 29, Part 1926, of the Code of Federal Regulations.
- d. Access to Employee Exposure & Medical Records
Title 29, Part 1910, Section 20 of the Code of Federal Regulations.
- e. Hazard Communication
Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.
- f. Specifications for Accident Prevention Signs and Tags
Title 29, Part 1910, section 145 of the Code of Federal Regulations.

2. U.S. Environmental Protection Agency (EPA):
 - a. Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Subpart E of the Code of Federal Regulations.
 - b. Worker Protection Rule
40 CFR Part 763, Subpart G, CPTS 62044, FLR 2843-9
Federal Register, Vol. 50, No. 134, 7/12/85, P28530-28540
 - c. Regulation for Asbestos
Title 40, Part 61, Subpart A of the Code of Federal Regulations
 - d. National Emission Standard for Asbestos
Title 40, Part 61, Subpart M (Revised Subpart B) of the Code of Federal Regulations
 - e. Resource Conservation and Recovery Act (RCRA) 1976, 1980
Hazardous and Solid Waste Amendments (HSWA) 1984
Subtitle D, Subtitle C
3. U.S. Department of Transportation (DOT):
 - a. Hazardous Substances: Final Rule Regulation 49 CFR, Part 171 and 172.
- C. State Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:
 1. New York State Department of Environmental Conservation (DEC) Regulations regarding waste collection registration. Title 6, Part 364 of the New York State Official Compilation of Codes, Rules and Regulations - 6NYCRR 364.
 2. New York State Right-To-Know Law
 3. New York State Department of Labor Asbestos Regulations Industrial Code Rule 56.
 4. New York State Department of Health, Title 10 Part 73 Asbestos Safety Program Requirements.
- D. Standards: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:
 1. American National Standards Institute (ANSI)
 - a. Fundamentals Governing the Design and Operation of Local Exhaust Systems
Publication Z9.2-79
 - b. Practices for Respiratory Protection
Publication Z88.2-80

- E. Guidance Documents: Those that discuss asbestos abatement work or hauling and disposal of asbestos waste materials are listed below only for the Abatement Contractor's information. These documents do not describe the work and are not a part of the work of this contract.

EPA:

1. Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book) EPA560/5-85-024.
2. Asbestos Waste Management Guidance EPA 530-SW-85-007.

- F. Patents and Royalties: The Abatement Contractor shall pay all royalties and/or license fees. The Abatement Contractor shall defend all suits and claims for infringement of any patent rights and save the Owner and Consultant harmless from loss including attorney fees on account thereof.

1.06 DEFINITIONS

As used in or in connection with these specifications the following are terms and definitions.

Abatement - Procedure to control release from asbestos material. This includes removal, encapsulation and enclosure.

Aggressive sampling - A method of sampling in which the person collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

AIHA - The American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311.

Airlock - A system for permitting entrance and exit while restricting air movement between a containment area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

Air sampling - The process of measuring the content of a known volume of air collected during a specific period of time.

Amended water - Water to which a surfactant has been added.

Approved asbestos safety program - A program approved by the Commissioner of Health providing training in the various disciplines that may be involved in an asbestos project.

Area air sampling - Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

Asbestos - Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cumingtonite-gunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

Asbestos contract - An oral or written agreement contained in one or more documents for the performance of work on an asbestos project and includes all labor, goods and service.

Asbestos handler - An individual who installs, removes, applies, encapsulates, or encloses asbestos or asbestos material, or who disturbs friable asbestos. Only individuals certified by NYS Department of Labor shall be acceptable for work under this specification.

Asbestos handling certificate - A certificate issued by the Commissioner of Labor of the State of New York, to a person who has satisfactorily completed an approved asbestos safety program.

Asbestos project - Work undertaken by a contractor which involves the installation, removal, encapsulation, application or enclosure of any ACM or the disturbance of friable ACM.

Asbestos Safety Technician (AST) - Individual designated to represent the Consultant, perform third party monitoring and perform compliance monitoring at the job site during the asbestos project.

Asbestos waste material - Asbestos material or asbestos contaminated objects requiring disposal.

Authorized visitor - The building owner, his or her representative or any representative of a regulatory or other agency having jurisdiction over the project.

Background level monitoring - A method used to determine ambient airborne concentrations inside and outside of a building or structure prior to starting an abatement project.

Building owner - The person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.

Clean room - An uncontaminated area or room that is a part of the personal decontamination enclosure with provisions for storage of persons' street clothes and protective equipment.

Cleanup - The utilization of HEPA vacuuming to control and eliminate accumulations of asbestos material and asbestos waste material.

Clearance air monitoring - The employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers upon conclusion of an asbestos abatement project.

Commissioner - Commissioner of the New York State Department of Labor.

Contractor - A company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos project or employs persons engaged in an asbestos project.

Curtained doorway - A device that consists of at least three overlapping sheets of plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and the left side. All sheets shall have weights attached to the bottom to insure that the sheets hang straight and maintain a seal over the doorway when not in use.

Decontamination enclosure system - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of persons, materials, equipment, and authorized visitors.

Encapsulant (sealant) or encapsulating agent - A liquid material that can be applied to asbestos material and which prevents the release of asbestos from the material by creating a membrane over the surface.

Enclosure - The construction of airtight walls, ceilings and floors between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, or any other appropriate procedure that prevents the release of asbestos materials.

Equipment room - A contaminated area or room that is part of the personal decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

Fixed object - A unit of equipment, furniture or other fixture in the work area which cannot be readily removed from the work area.

Friable Asbestos Material - That condition of crumbled, pulverized, powdered, crushed or exposed asbestos capable of being released into the air by hand pressure.

Friable material containment - The encapsulation or enclosure of any friable asbestos material.

Glovebag technique - A method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other nonplanar surfaces in a non-contained work area. The glovebag assembly is a manufactured device consisting of a glovebag constructed of at least six mil transparent plastic, two inward-projecting long sleeve gloves, which may contain an inward projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and to contain all asbestos fibers released during the abatement process.

HEPA filter - A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particulate greater than 0.3 microns equivalent aerodynamic diameter.

HEPA vacuum equipment - Vacuuming equipment with a high efficiency particulate air filtration system.

Holding area - A chamber in the waste decontamination enclosure located between the washroom and an adjacent uncontaminated area.

Homogeneous work area - A site within the abatement work area that contains one type of asbestos material and where one type of abatement is used.

Large asbestos project - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 160 square feet or more of asbestos or asbestos material or 260 linear feet or more of asbestos or asbestos material.

Minor asbestos project - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material.

Movable object - A unit of equipment, furniture or fixture in the work area that can be readily removed from the work area.

Negative air pressure equipment - A local exhaust system equipped with HEPA filtration. The system shall be capable of creating and maintaining a negative pressure differential between the outside and the inside of the work area.

Non-asbestos material - Any material containing one percent or less asbestos by weight.

Occupied area - Any frequented portion of the work site where abatement is not taking place.

Outside air - The air outside the building or structure.

Personal air monitoring - A method used to determine an individual's exposure to airborne contaminants. The sample is collected outside the respirator in the person's breathing zone.

Plasticize - To cover floors, walls, ceilings, and other surfaces with 6 mil fire retardant plastic sheeting as herein specified.

Project - Any form of work performed in connection with the abatement of asbestos or alteration, renovation, modification or demolition of a building or structure that may disturb asbestos or asbestos material.

Removal - The stripping of any asbestos material.

Repair - Corrective action using required work practices to control fiber release from damaged areas.

Respiratory protection - Respiratory protection required of licensed asbestos workers and authorized visitors in accordance with the applicable laws.

Satisfactory clearance air monitoring results - For all post- abatement samples, airborne concentrations of total fibers that are less than 0.01 fibers per cubic centimeter or background levels, whichever are greater, using phase contrast microscopy (PCM).

Shower room - A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the top and arranged for complete showering during decontamination.

Small asbestos project - An asbestos project involving the installation, removal, disturbances, enclosure, or encapsulation of more than 10 and less than 160 square feet of asbestos or asbestos material of more than 25 and less than 260 linear feet of asbestos or asbestos material.

Staging area - The area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

Surfactant - A chemical wetting agent added to water to improve its penetration.

Visible emissions - An emission of particulate material that can be seen without the aid of instruments.

Washroom - A room between the work area and the holding area in the waste decontamination enclosure system, where equipment and waste containers are wet cleaned and/or HEPA vacuumed.

Waste decontamination enclosure system - An area, consisting of a washroom and a holding area, designated for the controlled transfer of materials and equipment.

Wet cleaning - The process of eliminating asbestos contamination from surfaces, equipment, or other objects by using cloths, mops, or other cleaning tools.

Work area - Designated rooms, spaces, or areas where asbestos abatement takes place.

Work site - Premises where asbestos abatement is taking place.

Work Surface - Substrate surface from which asbestos-containing material has been removed.

1.07 UTILITIES, SERVICE AND TEMPORARY FACILITIES

- A. The Owner shall make available to the Abatement Contractor all reasonable amounts of water and electrical power at no charge.
- B. The Abatement Contractor shall provide, at his own expense, all electrical, water, and waste connections, extensions, and construction materials, supplies, etc. All connections must be approved in advance by the Owner and all work relative to the utilities must be in accordance with the applicable building codes.
- C. The Abatement Contractor shall provide scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. The type, erection and use of all scaffolding, ladders and staging, etc. shall comply with all applicable OSHA provisions.
- D. All connections to the Owner's water system shall include reduced pressure backflow protection or double check and double gate valves. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.
- E. The Abatement Contractor shall use only heavy-duty abrasion resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water to each work area and to each decontamination unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment. All water must be shut off at the end of each shift.

- F. The Abatement Contractor shall provide service to decontamination unit electrical subpanel with minimum 60-amp, 2 pole circuit breaker or fused disconnect and ground-fault circuit interrupters (GFCI), reset button and pilot light, connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work. This electrical subpanel shall be used for hot water heater, PAPR battery recharging and air sampling pumps.
- G. The Abatement Contractor shall provide UL rated 40-gallon electric hot water heater to supply hot water for the decontamination unit shower. Activate from 30-amp circuit breaker on the electrical subpanel located within the decontamination unit. Provide with relief valve compatible with water heater operation, relief valve down to drip pan on floor with type L copper. Wiring of the hot water heater shall be in compliance with NEMA, NEC, and UL standards.
- H. The Abatement Contractor shall provide identification warning signs at power outlets, which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 plugs into higher voltage outlets. Dry transformers shall be provided where required to provide voltages necessary for work operations. All outlets or power supplies shall be protected by ground fault circuit interrupter (GFCI) at the power source.
- I. The Abatement Contractor shall use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas of work.
- J. The Abatement Contractor shall provide general service incandescent lamps of wattage indicated or required for adequate illumination; Protect lamps with guard cages or tempered glass enclosures; Provide exterior fixtures where fixtures are exposed to moisture.
- K. The Abatement Contractor shall provide temporary heat or air conditioning as necessary to maintain comfortable working temperatures inside and immediately outside the work areas. Heating and A/C equipment shall have been tested and labeled by UL, FM or another recognized trade association related to the fuel being used. Fuel burning heaters shall not be used inside containment areas. The Contractor shall also provide a comfortable working environment for occupied areas that are impacted by the asbestos removal.
- L. The Abatement Contractor shall comply with recommendations of the NFPA standard regarding the use and application of fire extinguishers. Locate fire extinguishers where they are most convenient and effective for their intended purpose but provide not less than one extinguisher in each work area, equipment room, clean room and outside the work area.

1.08 REMOVAL OF FIXTURES

- A. In locations where the Abatement Contractor is directed to dispose/remove fixtures he shall either decontaminate the fixtures and dispose of them as non-asbestos containing materials or he shall place them in an appropriate container and dispose of them as asbestos containing material.
- B. In locations where the Abatement Contractor is directed to remove and reinstall fixtures, the fixtures shall be removed, decontaminated, labeled, protected with plastic and stored by the contractor in a location as directed by the Owner.
- C. Upon completion of the asbestos removal and upon receiving satisfactory clearance air monitoring results, all items to be replaced shall be restored to their original location and reinstalled by the Abatement Contractor.

PART 2 – PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. GENERAL REQUIREMENTS

1. Materials shall be stored off the ground, away from wet or damp surfaces and under protective cover to prevent damage or contamination.
2. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
3. Power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.
4. The Abatement Contractor shall make available to authorized visitors, ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached for inspection. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos. Scaffolds and ladders shall comply with all applicable codes.

B. DANGER LABELS AND TAPE

1. Labels shall be affixed to any asbestos contaminated material in accordance with the requirements of 29 CFR 1910.1200 (f) of OSHA's Hazard Communication Standard, and shall contain the following information:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID BREATHING DUST
CANCER AND LUNG DISEASE HAZARD**

2. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 49 CFR Parts 171 and 172, Hazardous Substances; Final Rule (U.S. Department of Transportation), and shall contain the following information:

RQ HAZARDOUS SUBSTANCE
 SOLID, NOS, ORM-E, NA 9188
 (ASBESTOS)

3. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 40 CFR Part 61.150, NESHAP; Asbestos; Final Rule (USEPA) and shall contain the name of the waste generator and the location at which the waste was generated.
 NOTE: All containers marked as above (1,2 and 3) shall be disposed of as asbestos waste.

C. PROTECTIVE EQUIPMENT

1. Respiratory Requirements

- a. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators are the minimum allowable respiratory protection permitted to be utilized during removal operations.
- b. Where not in violation of NIOSH, OSHA, and any other regulatory requirements, the Abatement Contractor shall provide the following minimum respiratory protection to the maximum use concentrations indicated:

<u>MSHA/NIOSH Approved Respiratory Protection</u>	<u>Maximum Use Concentration</u>
Half-Mask Air Purifying with HEPA Filters	10x PEL
Full-Facepiece Air Purifying HEPA Filters and Quantitative Fit Test	10x PEL
Powered Air Purifying (PAPR), Loose fitting Helmet or Hood, HEPA Filter	25x PEL
Powered Air Purifying (PAPR), Full Facepiece, HEPA Filter	50x PEL

Supplied Air, Continuous Flow Loose fitting Helmet or Hood	25x PEL
Supplied Air, Continuous Flow Full Facepiece, HEPA Filter	50x PEL
Full Facepiece-Supplied Air Pressure Demand, HEPA Filter	100x PEL
Full Facepiece-Supplied Air Pressure Demand, with Aux. SCBA, Pressure Demand or Continuous Flow	>100x PEL

2. Disposable Clothing -"Tyvek" manufactured by Dupont or approved equal.
3. NIOSH approved safety goggles to protect eyes.
4. Polyethylene bags, 6 mil. (.006") thick (use double bags).

NOTE: Workers must wear disposable coveralls and respirator masks at all times while in the work area. Contaminated coveralls or equipment must be left in work area and not worn into other parts of the building.

D. TOOLS AND EQUIPMENT

1. Airless Sprayer - An airless sprayer, suitable for application of encapsulating material, shall be used.
2. Scaffolding - Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations.
3. Transportation Equipment - Transportation equipment, as required, shall be suitable for loading, temporary storage, transport and unloading of contaminated waste without exposure to persons or property. Water tight, hard wall containers shall be provided to retain and dispose of any asbestos waste material with sharp-edged components that may tear plastic bags or sheeting. The containers shall be marked with danger labels.
4. Surfactant - Wetting Agents - "Asbestos-Wet" - Aquatrols Corp. of America or approved equal, and shall be non- carcinogenic.
5. Portable (negative air pressure) asbestos filtration system - by Micro-Trap, or approved equal.
6. Vacuum, HEPA type equal to "Nilfisk" #GA73, or "Pullman/Holt" #75 ASA.
7. Amended Water Sprayer - The water sprayer shall be an airless or other low-pressure sprayer for amended water application.
8. Other Tools and Equipment - The Abatement Contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, nylon brushes, sponges, rounded edge shovels, brooms, and carts.

PART 3 – EXECUTION

3.01 PRE-ABATEMENT WORK AREA PREPARATION

- A. Caution signs shall be posted at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted that permit a person to read the sign and take the necessary protective measures to avoid exposure.
- B. Isolation barriers that seal off all openings, including windows, corridors, doorways, ducts, and any other penetrations of the work area, shall be constructed using two layers of at least six mil fire-retardant plastic sheeting sealed with tape. Also, all seams in mechanical system components that pass through the work area shall be sealed. Doorways and corridors, which shall not be used for passage during work, shall also be sealed.
- C. Removal of mounted objects. After isolation barriers are in place, objects such as light fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed, shall be double sealed with six mil fire-retardant plastic sheeting. Localized HEPA filtered vacuum equipment shall be used during fixture removal to reduce asbestos dispersal.
- D. Individual roof and floor drains shall be sealed watertight using two layers of 6-mil fire-retardant plastic sheeting and tape prior to plasticizing. Openings in floor shall be fully covered with plywood sheeting secured to the floor in such a way as to minimize a tripping hazard prior to plasticizing.
- E. Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes.

3.02 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION & REMOVAL PROCEDURES

- A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved.
 - 1. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. These work area persons shall not enter the airlock.
 - 2. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting and sealed airtight.
 - 3. The clean re-containerized items shall be moved into the airlock that leads to the holding area. The washroom persons shall not enter this airlock or the work area until waste removal is finished for that period.
 - 4. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
 - 5. The cleaned containers of asbestos material and equipment shall be placed in watertight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.

6. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.
7. Containers labeled with Asbestos hazard warnings shall not be used to dispose of non asbestos waste.

3.03 HANDLING AND REMOVAL PROCEDURES

The Abatement Contractor may utilize existing provisions of ICR-56, Applicable Variances or a Site-Specific Variance, approved by the Owner's Consultant, to permit the conduct of this work.

3.04 ABATEMENT PROCEDURES

A. AIR SAMPLING - By Owner

1. Air sampling and analysis shall be conducted according to the requirements of Subpart 56-4 before the start, during and after the completion of the asbestos removal project.
2. In addition to the requirements of Subpart 56-4, air monitoring shall be conducted in accordance with any approved job specific variance(s) or applicable variance utilized.
3. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.
4. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR 763.90[i].

B. The provisions of the Applicable Variances or a Job Specific Variance shall apply only in those areas where approval has been granted by the NYS DOL and the Contractor has obtained concurrence from the Owner's Consultant. All other applicable provisions of Industrial Code Rule 56-1 through 56-12 shall be complied.

C. A copy of the NYS DOL Job Specific or Applicable Variance, if applicable, shall be conspicuously posted at the work area(s).

D. The Abatement Contractor shall construct a decontamination unit at the work site. The Abatement Contractor shall, as a minimum, comply with the requirements of 29 CFR 1926.1101(j); Hygiene facilities and practices for employees.

3.1 CLEANUP PROCEDURES

A. The following cleanup procedures shall be required.

1. Cleanup of accumulations of loose asbestos material shall be performed whenever enough loose asbestos materials have been removed to fill a single leak tight container of the type commensurate with the material properties. In no case shall cleanup be performed less than once prior to the close of each working day. Asbestos material shall be kept wet until cleaned up.
2. Accumulations of dust shall be cleaned off all surfaces on a daily basis using HEPA vacuum cleaning methods.
3. Decontamination enclosures shall be HEPA vacuumed at the end of each shift.

4. Accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees, or shovels. Metal shovels shall not be used to pick up or move waste.

B. The following cleanup procedures shall be required after completion of all removal activities.

1. All accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dustpan, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA vacuums shall be used to clean all surfaces after gross cleanup.
2. Cleaning. All surfaces in the work area shall be HEPA vacuumed. To pick up excess liquid and wet debris, a wet purpose shop vacuum may be used and shall be decontaminated prior to removal from the work area.
3. All containerized waste shall be removed from the work area and the holding area.
4. All tools and equipment shall be decontaminated and removed from the work area.

3.2 PERSONNEL AIR MONITORING – CONTRACTOR (29 CFR 1926.1101)

- A. Personnel air monitoring shall be provided to determine both short-term (STEL) and full shift during when abatement activities occur. Personnel sampling shall be performed in each work area in order to accurately determine the concentrations of airborne asbestos to which workers may be exposed.
- B. The Abatement Contractor shall have a qualified "Competent Person" (as specified in 29 CFR 1926 OSHA) to conduct personnel air monitoring.
- C. The laboratory performing the air sample analysis shall be certified by NYS DOH ELAP and approved by the consultant.

3.3 RESPIRATORY PROTECTION REQUIREMENT

- A. Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with these specifications. The Abatement Contractor shall keep available at all times two PAPR's with new filters and charged batteries for use by authorized visitors.
- B. All respiratory protection shall be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part II. All respiratory protection shall be provided by the Abatement Contractor, and used by workers in conjunction with the written respiratory protection program.
- C. The Abatement Contractor shall provide respirators that meet the requirements of 29 CFR Parts 1910 and 1926.
 1. Full facepiece Type C supplied-air respirators operated in pressure demand mode equipped with an auxiliary self-contained breathing apparatus, operated in pressure demand or continuous flow, shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are greater than 10.0 f/cc.

2. Full facepiece Type C supplied-air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be work during gross removal, demolition, renovation and/or other disturbance of ACM with an amphibole content and/or whenever airborne fiber concentrations inside the work area are equal to or greater than 0.5 f/cc and less than or equal to 10.0 f/cc.
 3. Full facepiece powered air-purifying respirators (PAPR) equipped with HEPA filters shall be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.5 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow, with HEPA filter disconnect protection, may be substituted for a powered air-purifying respirator.
 4. Loose fitting helmets or hoods with powered air-purifying respirators (PAPR) equipped with HEPA filters may be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.25 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow may be substituted for a powered air-purifying respirator.
 5. Half-mask or full-face air-purifying respirators with HEPA filters shall be worn only during the preparation of the work area and final clean up procedures provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.
 6. Use of single use dust respirators is prohibited for the above respiratory protection.
- D. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.
- E. The Abatement Contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every six months thereafter with the type of respirator he/she will be using.
- F. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
- G. No facial hair, which interferes with the face-to-mask sealing surface, shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.
- H. Contact lenses shall not be worn in conjunction with respiratory protection.
- I. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the Abatement Contractor at the Abatement Contractor's expense.
- J. Respiratory protection maintenance and decontamination procedures shall meet the following requirement:

1. Respiratory protection shall be inspected and decontaminated daily in accordance with OSHA 29 CFR 1910.134(b); and
 2. HEPA filters for negative pressure respirators shall be changed after each shower; and
 3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures;
 4. Airline respirators with HEPA filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator facepieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers' recommendations; and
 5. Respirators shall be stored in a dry place and in such a manner that the facepiece and exhalation valves are not distorted; and
 6. Organic solvents shall not be used for washing of respirators.
- K. No visitors shall be allowed to enter the contaminated area if they do not have their medical certification and training certificate. Authorized visitors shall be provided with suitable PAPR respirators and instructions on the proper use of respirators whenever entering the work area.

3.4 DISPOSAL OF WASTE

A. APPLICABLE REGULATIONS

1. All asbestos waste shall be stored, transported, and disposed of as per, but not limited to, the following Regulations:
 - a. NYS Code Rule 56
 - b. U.S. Department of Transportation (DOT)
Hazardous Substances
Title 29, Part 171 and 172 of the code of Federal Regulations
regarding waste collector registration
 - c. Regulations regarding waste collector registration Title 6, part 364 of the New York State Official Compilation of Codes, Rules and Regulations – 6 NYCRR 364
 - d. USEPA NESHAPS 40 CRF 61
 - e. USEPA ASBESTOS WASTE MANAGEMENT GUIDANCE EPA/530-SW-85-007

B. TRANSPORTER OR HAULER - The Abatement Contractor shall bear full responsibility for proper characterization, transportation, and disposal of all solid or liquid waste, generated during the project, in a legal manner. The Owner shall approve all transportation and disposal methods.

1. The Abatement Contractor's Transporter (hauler) and disposal site shall be approved by the Owner. The Abatement Contractor shall remove within 48 hours all asbestos waste from the site after completing the clean up.

2. The Transporter must possess and present to the Owner's representative a valid New York State Department of Environmental Conservation Part 364 asbestos hauler's permit to verify license plate and permit numbers. The Owner's representative will verify the authenticity of the hauler's permit with the proper authority.
3. The Abatement Contractor shall give 24-hour notification prior to removing any waste from the site. All waste shall be removed from site only during normal working hours. No waste may be taken from the site without authorization from the Owner's representative.
4. The Abatement Contractor shall have the Transporter give the date and time of arrival at the disposal site.
5. The Transporter with the Abatement Contractor and Owner's consultant shall inspect all material in the transport container prior to taking possession and signing the Waste Manifest. The Transporter shall not have any off-site transfers or be combined with any other off-site asbestos material.
6. The Transporter must travel directly to the disposal site with no unauthorized stops.

C. WASTE STORAGE CONTAINER

1. During loading and on-site storage, the asbestos waste container shall be labeled with EPA Danger signage:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

2. The NYS DEC Hauler's Permit number shall be on both sides and back of the container.
3. The Container will not be permitted to leave the site without the proper signage.
4. A copy of the completed waste manifest shall be forwarded directly to the Owner's Consultant by the disposal facility.
5. Packaging of Non-friable Asbestos. Use of an open top container shall require written request, by the Contractor, and written approval by the Owners Representative, and be performed in compliance with all applicable regulations.
 - a) A chute, if used, shall be air/dust tight along its lateral perimeter and at the terminal connection to the dumpster at ground level (solid wall and top container). The upper end of the chute shall be furnished with a hinged lid, to be closed when the chute is not being used.
 - b) The container shall be lined with a minimum of two (2) layers of 6 mil. Fire-retardant polyethylene draped loosely over the sides so as to facilitate being wrapped over the top of the load and sealed prior to transport from the site.
 - c) Prior to transport from the work site the Dumpster will be disconnected from the chute and sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.

6. Packaging Friable Asbestos.
 - a) The container shall be a solid wall, hard top and lockable container.
 - b) The container shall be locked upon arrival at the site to restrict access. Security shall be provided at the entrance to the container during the loading process and immediately locked upon completion.
 - c) The interior walls, floor and ceiling shall be lined with two (2) layers of 6 mil. Fire-retardant polyethylene.
 - d) The waste shall be loaded in such a manner as to protect the integrity of the individual waste packages.
 - e) Prior to transport from the work site the interior of the Dumpster will seal air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.

D. WASTE DISPOSAL MANIFEST

1. The Asbestos Waste Manifest shall be equivalent to the "Waste Shipment Record" included in 40 CFR 61. A copy of the Contractor's manifest shall be reviewed by the Owner's Consultant and shall be the only manifest used.
2. The Manifest shall be verified by the Owner's Consultant indicating that all the information and amounts are accurate, and the proper signatures are in place.
3. The Manifest shall have the signatures of the Abatement Contractor and the Transporter prior to any waste being removed from the site.
4. The Manifest shall be signed by the Disposal Facility owner or operator to certify receipt of asbestos containing materials covered by the manifest.
5. A copy of the completed manifest shall be provided by the Abatement Contractor to the Owner's Consultant and remain on site for inspection.
6. Abatement Contractor shall maintain a waste disposal log which indicates load number, date and time left site, container size, type of waste, quantity of waste, name of hauler, NYS DES permit number, trailer and tractor license number, and date manifest was returned to Consultant.
7. The Disposal Facility owner or operator shall return a signed copy of the Waste Manifest directly to:

Beacon STP Administration
Building Re-Roofing Project
96 Dennings Avenue
Beacon, NY 12508
ATTN: John Russo
8. Copies of the completed Waste Manifest are to be sent by the disposal facility to the Hauler and Abatement Contractor.
9. Submit signed dump tickets and manifests with final payment request.

10. Final payment request will not be honored without signed dump ticket or manifests accounting for all asbestos waste removed from the site.

E. VIOLATIONS OF SPECIFICATIONS

1. Violations of the safety, hygiene, environmental, procedures herein, any applicable federal, state or local requirements or failure to cooperate with the Owner's representative shall be grounds for dismissal and/or termination of this contract.

3.5 LOCATION OF "ABATEMENT WORK" *(Please see attached Drawings and QuES&T Report)*

➤ BEACON WASTEWATER PLANT (EXTERIORS)

- Asbestos Abatement Contractor responsible for complete and total removal and disposal of non-friable ACM EPDM Adhesive/Tar on the Roof down to the building substrate. Removals should go at least one (1) foot into the roof perimeter to ensure complete and total removal of ACM. Asbestos Abatement Contractor responsible for performing all demolition activities required to remove the entirety of the ACM, as well as for providing all equipment necessary to complete identified abatement work scope activities.

END OF LOCATION OF WORK

3.6 GENERAL

- A. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to: ceiling tiles, ceiling finishes, wall finishes, floor finishes, etc.
- B. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. Additional asbestos abatement performed prior to the order to proceed will not be acknowledged.
- C. Power tools used to drill, cut into or otherwise disturb asbestos containing material shall be equipped with HEPA filtered local exhaust ventilation.
- D. Unwrapped or unbagged ACM shall be immediately placed in an impermeable waste bag or wrapped in plastic sheeting.
- E. Coordinate all removal operations with the Owner.

Asbestos Employee Medical
Examination Statement Certificate of
Worker Release
Asbestos Employee Training Statement
CERTIFICATE OF WORKERS'S ACKNOWLEDGEMENT

PROJECT NAME: Beacon STP Administration Building Re-Roofing Project

CONTRACTOR'S NAME: _____

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Contract for this project requires your employer to 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION

RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been provided, by the Contractor, at no cost to me.

TRAINING COURSE: I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, personal protection and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

MEDICAL EXAMINATION: I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirement for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devices and may have included an evaluation of a chest x-ray.

Signature: _____ Date _____

Printed Name: _____ SS#: _____

Witness: _____ Date: _____

**QuES&T Pre-renovation Survey Report for
Asbestos Containing Materials**



Quality Environmental Solutions & Technologies, Inc.

**PRE-RENOVATION SURVEY REPORT
FOR
ASBESTOS-CONTAINING MATERIALS (ACM)**

**Prepared for:
City of Beacon
1 Municipal Plaza
Beacon, NY 12508**

at

**City of Beacon Administration Building
90 Dennings Avenue
Beacon, NY 12508**

May 15, 2024

QuES&T Project #24-5994

QuES&T

Quality Environmental Solutions & Technologies, Inc.

May 15, 2024

City of Beacon
1 Municipal Plaza
Beacon, NY 12508

ATTN: Christopher White

Via E-mail: cwhite@beaconny.gov

Re: City of Beacon Administration Building
Pre-Renovation Asbestos Roof Inspection
QuES&T Project #24-5994

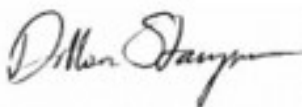
Dear Mr. White,

Attached is the Pre-Renovation Roof Inspection Report for Asbestos-containing Materials (ACM) identified throughout exterior roof areas included within the above-referenced location(s) by **Quality Environmental Solutions & Technologies, Inc. (QuES&T)**. The inspection included visual assessment and representative sampling for the detection of ACM in compliance with the requirements of Title 12 NYCRR Part 56-5.1.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist the City of Beacon in the environmental services area.

Sincerely,



Dillon Stamer
Field & Technical Services
NYS/AHERA Inspector/Project Monitor
Cert. #AH 23-6LUH4-SHAB

QuES&T

Quality Environmental Solutions & Technologies, Inc.

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I. INTRODUCTION:

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) performed a Pre-Renovation Asbestos Roof Survey, in conformance with Title 12 NYCRR Part 56-5.1, on April 29, 2024, for the City of Beacon in support of the renovation project, located at the City of Beacon Administration Building - 90 Dennings Avenue, Beacon, NY 12508. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible exterior roof locations to be affected by future renovation.

QuES&T established functional spaces based either on physical barriers (i.e., walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and condition of all accessible installed ACM building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation, or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

Certified **QuES&T** personnel (Appendix C), Mr. Shannon D. Talsma (Cert. #AH 23-61PEC-SHAB) performed visual assessments throughout exterior roof areas. A total of **Thirty-Five (35)** samples of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. **Twelve (12)** samples were analyzed using Polarized Light Microscopy (PLM) for friable materials; **Sixteen (16)** samples were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and **Seven (7)** samples were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.

II. INSPECTION SUMMARY:

A visual inspection was performed, and homogenous material types were established based on appearance, color, and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and do not warrant against conditions that were not evident from visual observations or historical information obtained from others.

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials –Mortar, Brick, Concrete
- Roofing Materials – Cementitious Deck, Built Up Roofing, ISO Foam Insulation, EPDM
- Miscellaneous Materials – Caulk, Tar

III. IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM):

<p><u>IDENTIFIED ACM</u> <u>City of Beacon Administration Building</u> <u>90 Dennings Ave</u> <u>Beacon, NY 12508</u> (Refer to Appendix A for details)</p>				
<p>KEY: ACM = Materials containing greater than 1% of asbestos. LF = Linear Feet; SF = Square Feet; PACM = Presumed Asbestos-containing Materials. Friable = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed, or exposed by hand-pressure.</p>				
Location	Material	Approximate Quantity	Friable?	Condition
ROOF - EXTERIOR				
Main Roof, Roof, Equipment, On Metal	Tar	8 SF	No	Good

IV. GENERAL DISCUSSION:

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel are adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities as defined in 29 CFR 1910.1001.

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

V. TRANSMITTAL OF BUILDING SURVEY INFORMATION:

As specified in Title 12 NYCRR Part 56 5.1 (g), information derived from this building survey shall be immediately transmitted by the building owner or his/her agent to the commissioner through the Department's Division of Safety and Health, Asbestos Control Bureau, and to the local government entity charged with issuing a permit for such demolition under applicable State or local laws or, if no such permit is required, to the town or city clerk where the building is located.

VI. ABATEMENT REQUIRED:

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling, or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part...All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM...Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As

such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

VII. DISCLAIMERS

It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis of samples collected by **QuES&T**. These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This inspection report is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing, and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) to take actual field measurements within each listed location.



Quality Environmental Solutions & Technologies, Inc.

Appendix A:
ACM LOCATION DRAWINGS

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

Date:
5/15/2024

Version #
1

Issued For:
Asbestos Survey

QuES&T Project #:
24-5994

Project Manager:
ZT

Prepared By:
DS



Quality Environmental
Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251

CLIENT

City of Beacon
1 Municipal Plaza
Beacon, NY 12508

PROJECT LOCATION

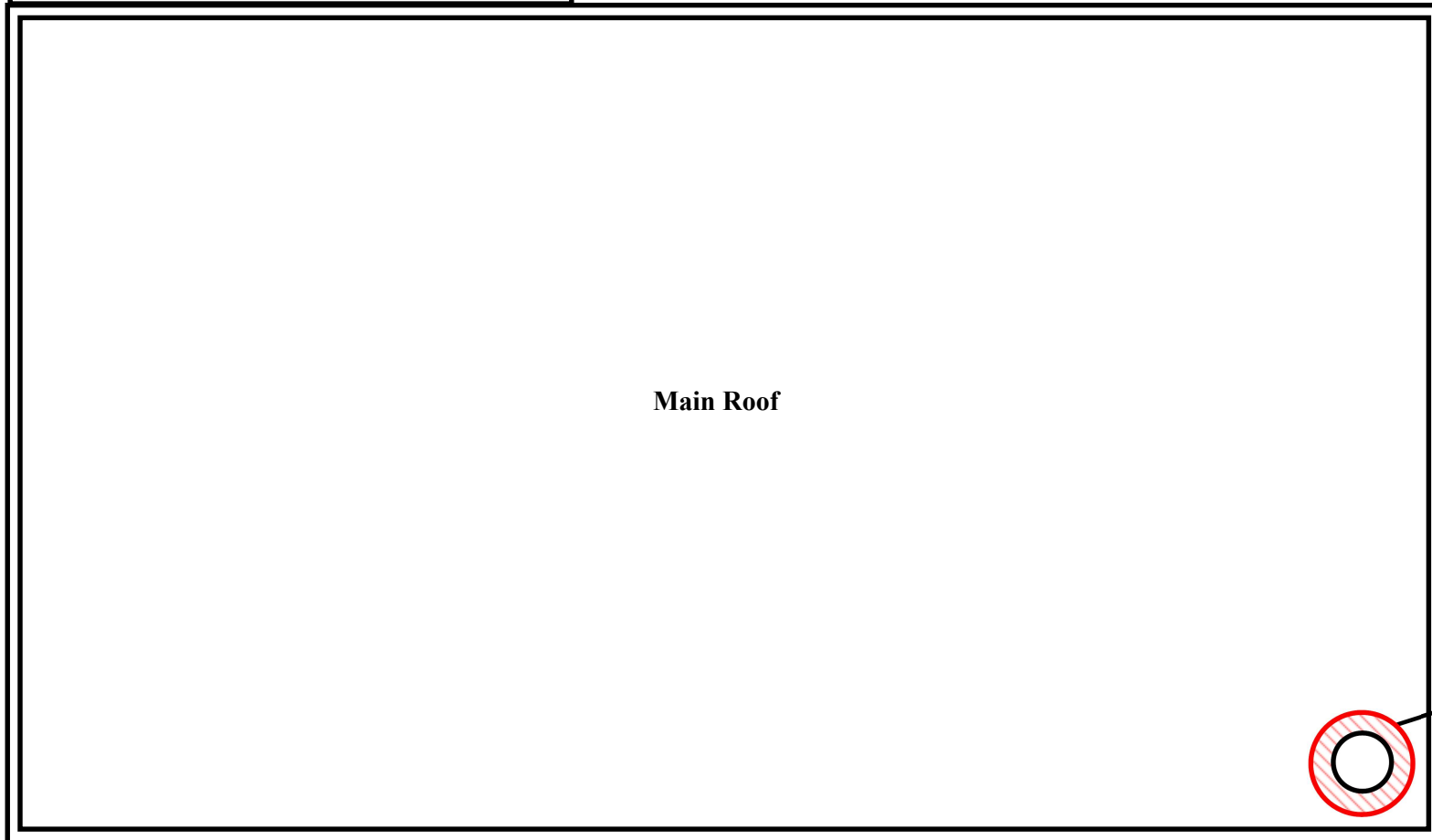
**City of Beacon Administration
Building**
90 Dennings Avenue
Beacon, NY 12508

Exterior - Roof

ACM-01

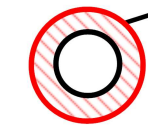
Overhang Roof

Note: Sample 5994-18
Tar - Main Roof, Equipment, On Metal
Approximate Quantity - 8 SF



Main Roof

18



****Drawing Not to Scale****

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

ACM LOCATION KEY	
	ACM Location



Quality Environmental Solutions & Technologies, Inc.

Appendix B:

SAMPLE LOCATIONS & RESULT

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

Date:
5/15/2024

Version #
1

Issued For:
Asbestos Survey

QuES&T Project #:
24-5994

Project Manager:
ZT

Prepared By:
DS



Quality Environmental
Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251

CLIENT

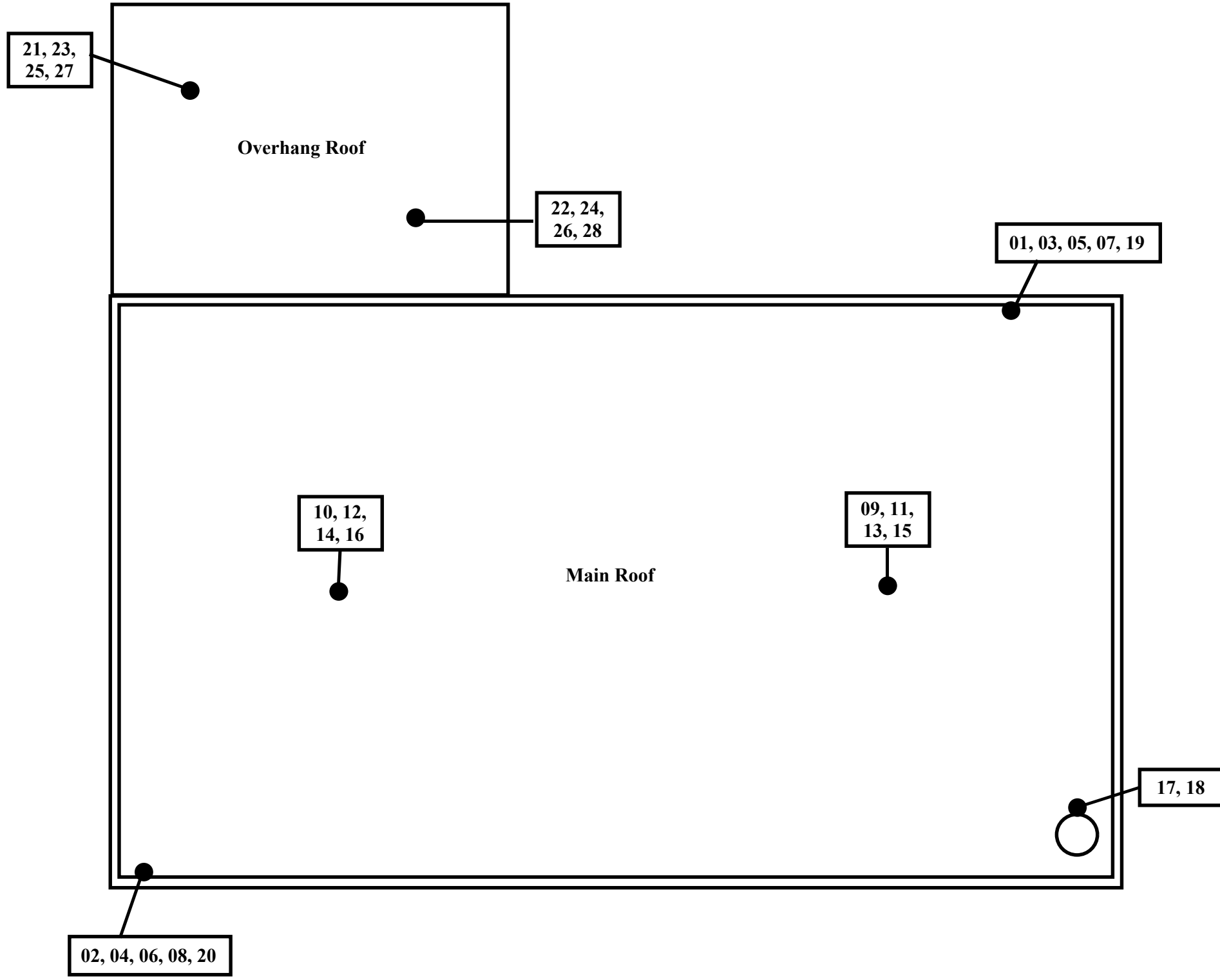
City of Beacon
1 Municipal Plaza
Beacon, NY 12508

PROJECT LOCATION

**City of Beacon Administration
Building**
90 Dennings Avenue
Beacon, NY 12508

Exterior - Roof

SL-01



****Drawing Not to Scale****



This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

SAMPLE LOCATION KEY	
●	Sample Location

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 245994 - City of Beacon - Roof Survey - City of Beacon Administration Building -
90 Dennings Avenue - Beacon, NY

Date Collected : 04/29/2024
 Collected By : S. Talsma
 Date Received : 04/29/2024
 Date Analyzed : 05/02/2024
 Analyzed By : George Htay
 Signature : 
 Analytical Method : NYS-DOH 198.1
 NVLAP Lab Code : 101646-0 (Testing)
 NYS Lab No. 10851
 Paul Stascavage , Lab Director

Client: QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590



Sample ID Number	5994-01	5994-02	5994-03	5994-04
Layer Number				
Lab ID Number	2997642	2997643	2997644	2997645
Sample Location	Exterior, Main Roof, Parapet Wall, On Brick	Exterior, Main Roof, Parapet Wall, On Brick	Exterior, Main Roof, Parapet Wall	Exterior, Main Roof, Parapet Wall
Sample Description	Mortar	Mortar	Brick	Brick
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered Homogenous Fibrous Color	No No No Gray/Brown	No No No Gray/Brown	No No No Red/Rust
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND ND ND ND	ND ND ND ND	ND ND ND ND
Other Fibrous Materials Present	% Fibrous Glass % Cellulose % Other % Unidentified	ND ND ND ND	ND ND ND ND	ND ND ND ND
Non-Fibrous Materials Present	% Silicates % Carbonates % Other % Unidentified	30.0 30.0 ND 40.0	30.0 25.0 ND 45.0	25.0 ND ND 75.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
 Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
 These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
 AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 245994 - City of Beacon - Roof Survey - City of Beacon Administration Building -
90 Dennings Avenue - Beacon, NY

Date Collected : 04/29/2024	Client: QuES&T, Inc.
Collected By : S. Talsma	1376 Route 9
Date Received : 04/29/2024	Wappingers Falls, NY 12590
Date Analyzed : 05/02/2024	
Analyzed By : George Htay	
Signature : 	
Analytical Method : NYS-DOH 198.1	
NVLAP Lab Code : 101646-0 (Testing)	
NYS Lab No. 10851	
Paul Stascavage  , Lab Director	

Sample ID Number	5994-05	5994-06	5994-07	5994-08
Layer Number				
Lab ID Number	2997646	2997647	2997648	2997649
Sample Location	Exterior, Main Roof, Parapet Wall, Capstone, Seam	Exterior, Main Roof, Parapet Wall, Capstone, Seam	Exterior, Main Roof, Parapet Wall, Capstone	Exterior, Main Roof, Parapet Wall, Capstone
Sample Description	Mortar	Mortar	Concrete	Concrete
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	Gray/Brown	Gray	Gray
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	25.0	30.0	30.0
Materials	% Carbonates	30.0	30.0	30.0
Present	% Other	ND	ND	ND
	% Unidentified	45.0	40.0	40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.


Bulk Sample Results

RE: CPN 245994 - City of Beacon - Roof Survey - City of Beacon Administration Building -
90 Dennings Avenue - Beacon, NY

Date Collected : 04/29/2024
 Collected By : S. Talsma
 Date Received : 04/29/2024
 Date Analyzed : 05/02/2024
 Analyzed By : George Htay

Client: QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

Signature : 

Analytical Method : NYS-DOH 198.1
 NVLAP Lab Code : 101646-0 (Testing)
 NYS Lab No. 10851
 Paul Stascavage , Lab Director

Sample ID Number	5994-09	5994-10	5994-21	5994-22
Layer Number				
Lab ID Number	2997650	2997651	2997652	2997653
Sample Location	Exterior, Main Roof, Roof, Field, Deck	Exterior, Main Roof, Roof, Field, Deck	Exterior, Overhang Roof, Field, Deck	Exterior, Overhang Roof, Field, Deck
Sample Description	Cementitious Deck	Cementitious Deck	Cementitious Deck	Cementitious Deck
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered Homogenous Fibrous Color	No No No Gray/Brown	No No No Gray/Brown	No No No Gray/Black
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND ND ND ND	ND ND ND ND	ND ND ND ND
Other Fibrous Materials Present	% Fibrous Glass % Cellulose % Other % Unidentified	ND ND ND ND	ND ND ND ND	ND ND ND ND
Non-Fibrous Materials Present	% Silicates % Carbonates % Other % Unidentified	25.0 30.0 ND 45.0	25.0 35.0 ND 40.0	15.0 30.0 ND 55.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
 Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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 AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 245994 - City of Beacon - Roof Survey - City of Beacon Administration Building -
90 Dennings Avenue - Beacon, NY

Date Collected : 04/29/2024	Client QuES&T, Inc.
Collected By : S. Talsma	1376 Route 9
Date Received : 04/29/2024	Wappingers Falls, NY 12590
Date Analyzed : 04/30/2024	
Analyzed By : George Htay	
Signature : 	
Analytical Method : NYS-DOH 198.6	
NVLAP Lab Code : 101646-0 (Testing)	
NYS Lab No. 10851	
Paul Stascavage  , Lab Director	

Sample ID Number	5994-11	5994-12	5994-13	5994-14
Layer Number				
Lab ID Number	2997292	2997293	2997294	2997295
Sample Location	Exterior, Main Roof, Roof, Field, Bottom Layer on Cementitious Deck	Exterior, Main Roof, Roof, Field, Bottom Layer on Cementitious Deck	Exterior, Main Roof, Roof, Field, Second Layer on Built Up Roofing	Exterior, Main Roof, Roof, Field, Second Layer on Built Up Roofing
Sample Description	Built Up Roofing	Built Up Roofing	ISO Foam Insulation	ISO Foam Insulation
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	Yes No No Black/Brown	Yes No No Black/Brown	No Yes No Yellow
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	89.5 6.5 4.0	92.7 4.7 2.6	99.6 0.2 0.2

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government. These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent). This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite. AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

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Date Collected : 04/29/2024	Client QuES&T, Inc.
Collected By : S. Talsma	1376 Route 9
Date Received : 04/29/2024	Wappingers Falls, NY 12590
Date Analyzed : 04/30/2024	
Analyzed By : George Htay	
Signature : 	
Analytical Method : NYS-DOH 198.6	
NVLAP Lab Code : 101646-0 (Testing)	
NYS Lab No. 10851	
Paul Stascavage  , Lab Director	

Sample ID Number	5994-15	5994-16	5994-17	5994-18
Layer Number				
Lab ID Number	2997296	2997297	2997298	2997299
Sample Location	Exterior, Main Roof, Roof, Field, Top Layer on ISO Foam Insulation	Exterior, Main Roof, Roof, Field, Top Layer on ISO Foam Insulation	Exterior, Main Roof, Roof, Equipment, On Metal	Exterior, Main Roof, Roof, Equipment, On Metal
Sample Description	EPDM	EPDM	Tar	Tar
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered: No Homogenous: Yes Fibrous: No Color: Black	No Yes No Black	No Yes No Black	No Yes No Black
Asbestos Content	% Amosite: ND % Chrysotile: ND % Other: ND % Total Asbestos: ND	ND ND ND ND	ND ND ND ND Inconclusive	ND 2.1 ND 2.1
Other Materials Present	% Organic: 98.4 % Carbonates: 1.2 % Other Inorganic: 0.4	97.7 1.8 0.5	78.4 4.3 17.3	70.2 16.5 11.2

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government. These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent). This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite. AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 245994 - City of Beacon - Roof Survey - City of Beacon Administration Building -
90 Dennings Avenue - Beacon, NY

Date Collected : 04/29/2024	Client QuES&T, Inc.
Collected By : S. Talsma	1376 Route 9
Date Received : 04/29/2024	Wappingers Falls, NY 12590
Date Analyzed : 04/30/2024	
Analyzed By : George Htay	
Signature : 	
Analytical Method : NYS-DOH 198.6	
NVLAP Lab Code : 101646-0 (Testing)	
NYS Lab No. 10851	
Paul Stascavage  , Lab Director	

Sample ID Number	5994-19	5994-20	5994-23	5994-24
Layer Number				
Lab ID Number	2997300	2997301	2997302	2997303
Sample Location	Exterior, Main Roof, Roof, Parapet Wall, Capstone, Seam, On Concrete	Exterior, Main Roof, Roof, Parapet Wall, Capstone, Seam, On Concrete	Exterior, Overhang Roof, Field, Bottom Layer on Cementitious Deck	Exterior, Overhang Roof, Field, Bottom Layer on Cementitious Deck
Sample Description	Caulk	Caulk	Built Up Roofing	Built Up Roofing
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered No	No	No	No
	Homogenous Yes	Yes	Yes	Yes
	Fibrous No	No	No	No
	Color Gray	Gray	Black	Black
Asbestos Content	% Amosite ND	ND	ND	ND
	% Chrysotile ND	ND	ND	ND
	% Other ND	ND	ND	ND
	% Total Asbestos ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic 52.6	51.9	90.8	82.7
	% Carbonates 34.4	33.8	5.6	12.5
	% Other Inorganic 13.0	14.3	3.6	4.8


Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government. These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent). This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite. AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 245994 - City of Beacon - Roof Survey - City of Beacon Administration Building -
90 Dennings Avenue - Beacon, NY

Date Collected : 04/29/2024	Client QuES&T, Inc.
Collected By : S. Talsma	1376 Route 9
Date Received : 04/29/2024	Wappingers Falls, NY 12590
Date Analyzed : 04/30/2024	
Analyzed By : George Htay	
Signature : 	

Analytical Method : NYS-DOH 198.6
 NVLAP Lab Code : 101646-0 (Testing)
 NYS Lab No. 10851
 Paul Stascavage , Lab Director

Sample ID Number	5994-25	5994-26	5994-27	5994-28
Layer Number				
Lab ID Number	2997304	2997305	2997306	2997307
Sample Location	Exterior, Overhang Roof, Field, Second Layer on Built Up Roofing	Exterior, Overhang Roof, Field, Second Layer on Built Up Roofing	Exterior, Overhang Roof, Field, Top Layer on ISO Foam Insulation	Exterior, Overhang Roof, Field, Top Layer on ISO Foam Insulation
Sample Description	ISO Foam Insulation	ISO Foam Insulation	EPDM	EPDM
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Yellow	Yes No Yes Black	Yes No Yes Black
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND ND ND ND	ND ND ND ND	ND ND ND ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	99.5 0.2 0.3	99.8 0.1 0.1	96.9 2.2 0.9

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government. These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent). This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite. AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 245994 - City of Beacon - Roof Survey - City of Beacon Administration Building -
90 Dennings Avenue - Beacon, NY

Date Collected :	04/29/2024	Client	QuES&T, Inc.
Collected By :	S. Talsma		1376 Route 9
Date Received :	04/29/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/01/2024		
Analyzed By :	Fahrudin Lalic		
Signature :			
Analytical Method :	NYS-DOH 198.4		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage		,Lab Director	

Sample ID Number	5994-11	5994-12	5994-17	5994-19
Layer Number				
Lab ID Number	2997292	2997293	2997298	2997300
Sample Location	Exterior, Main Roof, Roof, Field, Bottom Layer on Cementitious Deck	Exterior, Main Roof, Roof, Field, Bottom Layer on Cementitious Deck	Exterior, Main Roof, Roof, Equipment, On Metal	Exterior, Main Roof, Roof, Parapet Wall, Capstone, Seam, On Concrete
Sample Description	Built Up Roofing	Built Up Roofing	Tar	Caulk
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	Yes	No	No
	Homogenous	No	Yes	Yes
	Fibrous	No	No	No
	Color	Black/Brown	Black/Brown	Black
		Black/Brown	Black	Gray
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Materials Present	% Organic	89.5	92.7	78.4
	% Carbonates	6.5	4.7	4.3
	% Other Inorganic	4.0	2.6	17.3
				13.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 245994 - City of Beacon - Roof Survey - City of Beacon Administration Building -
90 Dennings Avenue - Beacon, NY

Date Collected : 04/29/2024	Client QuES&T, Inc.
Collected By : S. Talsma	1376 Route 9
Date Received : 04/29/2024	Wappingers Falls, NY 12590
Date Analyzed : 05/01/2024	
Analyzed By : Fahrudin Lalic	
Signature : 	
Analytical Method : NYS-DOH 198.4	
NVLAP Lab Code : 101646-0 (Testing)	
NYS Lab No. 10851	
Paul Stascavage  , Lab Director	

Sample ID Number	5994-20	5994-23	5994-24
Layer Number			
Lab ID Number	2997301	2997302	2997303
Sample Location	Exterior, Main Roof, Roof, Parapet Wall, Capstone, Seam, On Concrete	Exterior, Overhang Roof, Field, Bottom Layer on Cementitious Deck	Exterior, Overhang Roof, Field, Bottom Layer on Cementitious Deck
Sample Description	Caulk	Built Up Roofing	Built Up Roofing

Analytical Method	NOB Tem	NOB Tem	NOB Tem
Appearance			
Layered	No	No	No
Homogenous	Yes	Yes	Yes
Fibrous	No	No	No
Color	Gray	Black	Black

Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Materials Present	% Organic	51.9	90.8	82.7
	% Carbonates	33.8	5.6	12.5
	% Other Inorganic	14.3	3.6	4.8

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: City of Beacon
 ADDRESS: 1 Municipal Plaza
Beacon, NY 12508
 CONTACT: Christopher White

PROJECT #: 24-5994
 SAMPLED BY: S. Talsma

DATE SAMPLED: 29-Apr-24
 STATE SAMPLED IN: NY
 ANALYSIS METHOD: PLM/NOB-PLM/QTEM

PROJECT NAME: Roof Survey
 PROJECT BUILDING: City of Beacon Administration Building
 PROJECT ADDRESS: 90 Dennings Avenue
Beacon, NY 12508

TURN-AROUND TIME: 5 DAYS

Sample	HMI#	Floor	Space Name/ID #	Location	Material	Results
5994-01		Exterior	Main Roof	Parapet Wall, On Brick	Mortar	2997642
5994-02		Exterior	Main Roof	Parapet Wall, On Brick	Mortar	2997643
5994-03		Exterior	Main Roof	Parapet Wall	Brick	2997644
5994-04		Exterior	Main Roof	Parapet Wall	Brick	2997645
5994-05		Exterior	Main Roof	Parapet Wall, Capstone, Seam	Mortar	2997646
5994-06		Exterior	Main Roof	Parapet Wall, Capstone, Seam	Mortar	2997647
5994-07		Exterior	Main Roof	Parapet Wall, Capstone	Concrete	2997648
5994-08		Exterior	Main Roof	Parapet Wall, Capstone	Concrete	2997649
5994-09		Exterior	Main Roof	Roof, Field, Deck	Cementitious Deck	2997650
5994-10		Exterior	Main Roof	Roof, Field, Deck	Cementitious Deck	2997651
5994-11		Exterior	Main Roof	Roof, Field, Bottom Layer on Cementitious Deck	Built Up Roofing	
5994-12		Exterior	Main Roof	Roof, Field, Bottom Layer on Cementitious Deck	Built Up Roofing	
5994-13		Exterior	Main Roof	Roof, Field, Second Layer on Built Up Roofing	ISO Foam Insulation	
5994-14		Exterior	Main Roof	Roof, Field, Second Layer on Built Up Roofing	ISO Foam Insulation	
5994-15		Exterior	Main Roof	Roof, Field, Top Layer on ISO Foam Insulation	EPDM	

AS LABELED ON PAPERWORK
 INITIAL/DATE MP 05/01/2024

Comments: _____

SUBMITTED BY: [Signature]

RECEIVED BY: [Signature]

DATE: 29 APR 2024
APR 29 '24 22:10
 DATE: _____

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: City of Beacon
 ADDRESS: 1 Municipal Plaza
Beacon, NY 12508
 CONTACT: Christopher White

PROJECT #: 24-5994
 SAMPLED BY: S. Talsma

DATE SAMPLED: 29-Apr-24

STATE SAMPLED IN: NY

PROJECT NAME: Roof Survey

ANALYSIS METHOD: PLM/NOB-PLM/QTEM

PROJECT BUILDING: City of Beacon Administration Building

PROJECT ADDRESS: 90 Dennings Avenue

TURN-AROUND TIME: 5 DAYS

Beacon, NY 12508

Sample	HM#	Floor	Space Name/ID #	Location	Material	Results
5994-16		Exterior	Main Roof	Roof, Field, Top Layer on ISO Foam Insulation	EPDM	
5994-17		Exterior	Main Roof	Roof, Equipment, On Metal	Tar	
5994-18		Exterior	Main Roof	Roof, Equipment, On Metal	Tar	
5994-19		Exterior	Main Roof	Roof, Parapet Wall, Capstone, Seam, On Concrete	Caulk	
5994-20		Exterior	Main Roof	Roof, Parapet Wall, Capstone, Seam, On Concrete	Caulk	
5994-21		Exterior	Overhang Roof	Field, Deck	Cementitious Deck	2997652
5994-22		Exterior	Overhang Roof	Field, Deck	Cementitious Deck	2997653
5994-23		Exterior	Overhang Roof	Field, Bottom Layer on Cementitious Deck	Built Up Roofing	
5994-24		Exterior	Overhang Roof	Field, Bottom Layer on Cementitious Deck	Built Up Roofing	
5994-25		Exterior	Overhang Roof	Field, Second Layer on Built Up Roofing	ISO Foam Insulation	
5994-26		Exterior	Overhang Roof	Field, Second Layer on Built Up Roofing	ISO Foam Insulation	
5994-27		Exterior	Overhang Roof	Field, Top Layer on ISO Foam Insulation	EPDM	
5994-28		Exterior	Overhang Roof	Field, Top Layer on ISO Foam Insulation	EPDM	

Comments: _____

SUBMITTED BY: *S. Talsma*

RECEIVED BY: *M. D. Warren*

DATE: 29 APR 2024
 APR 29 '24 22:10
 DATE: _____



Quality Environmental Solutions & Technologies, Inc.

Appendix C:

PERSONNEL LICENSES & CERTIFICATIONS

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

WE ARE YOUR DOL



**Department
of Labor**

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9, Wappinger Falls, NY, 12590

License Number: 29085

License Class: RESTRICTED

Date of Issue: 12/29/2023

Expiration Date: 01/31/2025

Duly Authorized Representative: Lawrence J Holzapfel

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

A handwritten signature in black ink, appearing to read "Amy Phillips".

Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR



NEW YORK STATE **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")** **CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Quality Environmental Solutions & Technologies Inc.

Certification Awarded on: March 28, 2019

Expiration Date: March 28, 2024

File ID#: WBE- 49952



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025
Issued April 01, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

*MR. PAUL STASCAVAGE
EAS INC - EASTERN ANALYTICAL SERVICES INC
4 WESTCHESTER PLAZA
ELMSFORD, NY 105231610*

NY Lab Id No: 10851

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Mate	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

EPA 3050B



Serial No.: 68589

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S.



SHANNON D TALSMA
CLASS(EXPIRES)
C ATEC (10/24) D INSP (10/24)
H PM (10/24)

CERT# 23-61PEC-SHAB
DMV# 963348232

MUST BE CARRIED ON ASBESTOS PROJECTS



01213 007013281 61

IF FOUND, RETURN TO:
NYS DOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12226



12-006010504

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Shannon D. Talsma

David Veit

04/22/2016

Trainer Name

Date of Issue



732.235.9450
aotc.sph.rutgers.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.



Rev. 1/2016

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



DILLON T. STAMPER
CLASS (EXPIRES)
D INSP (12/24) H PM (12/23)
C ATEC (12/23)

CERT# 23-6LUH4-SHAB
DMV# 190870975

MUST BE CARRIED ON ASBESTOS PROJECTS

11/20/2019 10:00 AM



01213 007018200 19

IF FOUND, RETURN TO:
NYSOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12226



20-006275725

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

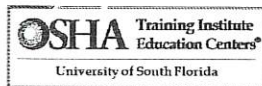
Dillon Stamper

Robert Serino

6/28/2022

Trainer Name

Date Issued



813-974-2284
usfotiec-cards@usf.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training scan the QR code with your mobile device.



Rev. 1/2016



NOTES:

1. ALL MEASUREMENTS SHOWN ON THE ROOF STRUCTURE ON THE MAIN PORTION OF THE BUILDING REPRESENT THE DISTANCE FROM INNER WALL TO INNER WALL. CONTRACTOR TO VERIFY.
2. EXISTING COPPER FLASHING 8"-9" HIGH OFF EXISTING ROOF SURFACE.
3. ASBESTOS ABATEMENT CONTRACTOR RESPONSIBLE FOR COMPLETE AND TOTAL REMOVAL AND DISPOSAL OF NON-FRIABLE ACM EPDM ADHESIVE/TAR ON THE ROOF AS INDICATED ON THE PLAN. REMOVALS SHOULD GO AT LEAST ONE FOOT INTO THE ROOF PERIMETER TO ENSURE COMPLETE AND TOTAL REMOVAL OF ACM. ASBESTOS ABATEMENT CONTRACTOR RESPONSIBLE FOR PERFORMING ALL DEMOLITION ACTIVITIES REQUIRED TO REMOVE THE ENTIRETY OF THE ACM, AS WELL AS FOR PROVIDING ALL EQUIPMENT NECESSARY TO COMPLETE IDENTIFIED ABATEMENT WORK SCOPE ACTIVITIES.
4. REMOVE EXISTING EPDM ROOFING SYSTEM AND MATERIALS.
5. ROOF TO BE SLOPED TOWARD ROOF DRAINS.

DEMOLITION NOTES:

1. REMOVE AND DISPOSE OF THE EXISTING ROOF SYSTEM DOWN TO THE EXISTING CONCRETE DECK, INCLUDING INSULATION AND ANY LAYERS OF BUILT-UP ROOFING SYSTEM.
2. REMOVE ONLY AS MUCH ROOF AREA AS CAN BE REPLACED OR PROTECTED PRIOR TO END OF EACH WORKDAY.
3. CONTRACTOR WILL NOT HAVE ACCESS TO PLANT BATHROOMS/ INTERIOR FACILITIES.
4. CONTRACTOR SHALL SUPPLY THEIR OWN ELECTRICITY AND WATER. OWNER WILL NOT PROVIDE THESE UTILITIES.
5. DAMAGED ROOF SURFACE DISCOVERED DURING DEMOLITION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND REPLACED IN KIND AS DIRECTED.
6. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
7. INTERIOR OF ALL DRAIN LEADERS SHALL BE CLEARED OF ANY DEBRIS AND UNCLOGGED.
8. ALL EXISTING ROOFTOP EQUIPMENT SHALL BE REMOVED, STORED, AND PROTECTED FOR RE-INSTALLATION OF AFTER THE INSTALLATION OF THE NEW ROOFING SYSTEM. ALL EXISTING VENTS THROUGH ROOF, FLUES, AND OTHER ROOFTOP PENETRATIONS TO REMAIN UNLESS NOTED OTHERWISE.

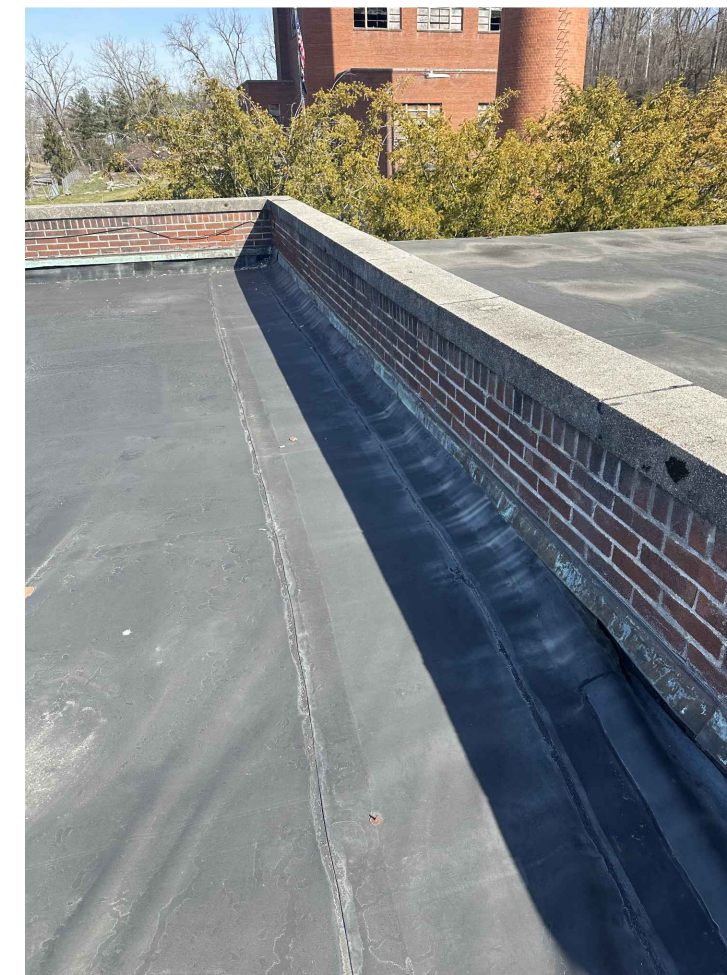


PHOTO 1

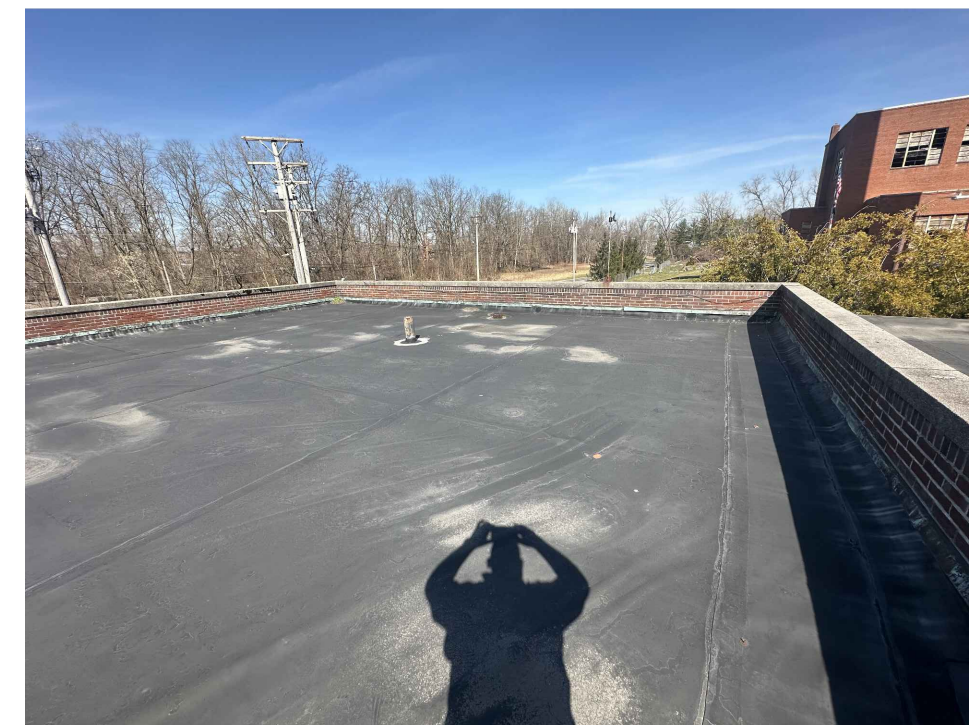


PHOTO 2



PHOTO 3



PHOTO 4



PHOTO 5



PHOTO 6

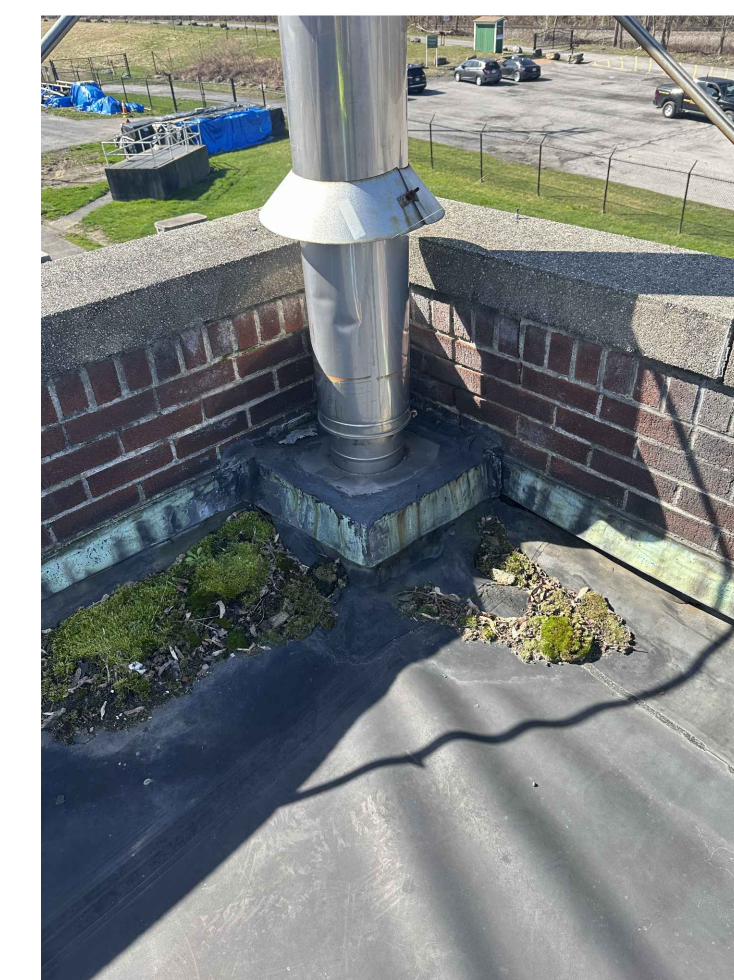


PHOTO 7



PHOTO 8

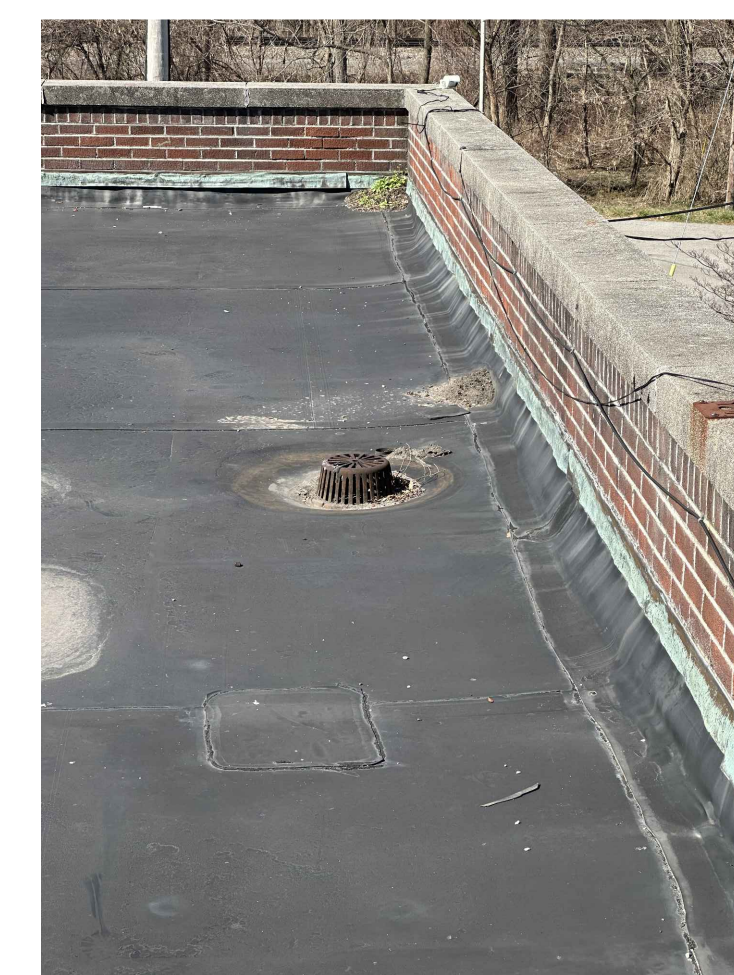


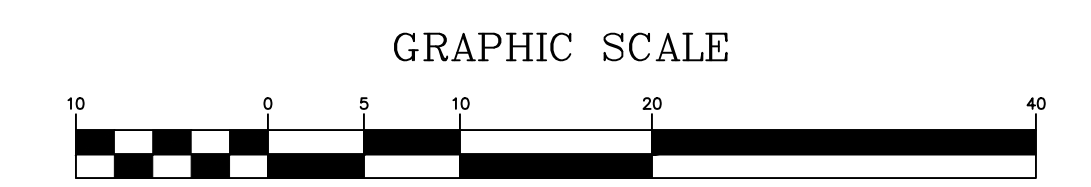
PHOTO 9



LOCATION PLAN

1 INCH = 1000 FEET

NEW ROOF TO BE SLOPED TOWARD ROOF DRAINS



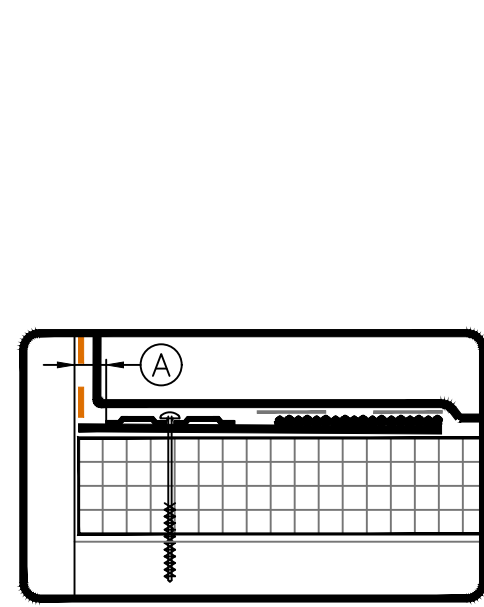
COPYRIGHT 2024, LANC & TULLY, P.C.

		P.O. Box 687, Rt. 207 Goshen, N.Y. 10924 (845) 294-3700	
STP ADMIN ROOF REPLACEMENT PLAN PREPARED FOR		DATE: OCTOBER 16, 2024 REVISION:	
		BEACON CITY OF BEACON, DUTCHESS COUNTY, NEW YORK	
Drawn By: PDLs	Checked By:	Scale: 1" = 10'	Tax Map No.: 5954-15-650450-000
Drawing No.: A- 24 - 6652 - 01		Sheet No.: 1 OF 2	

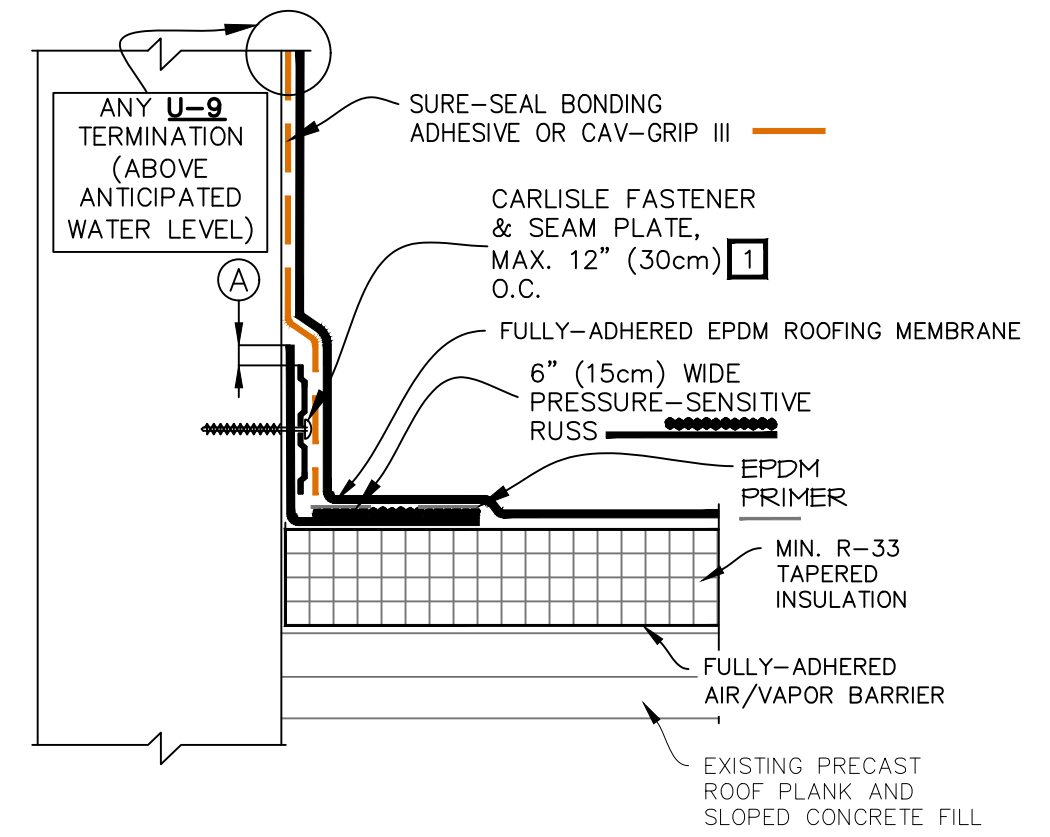
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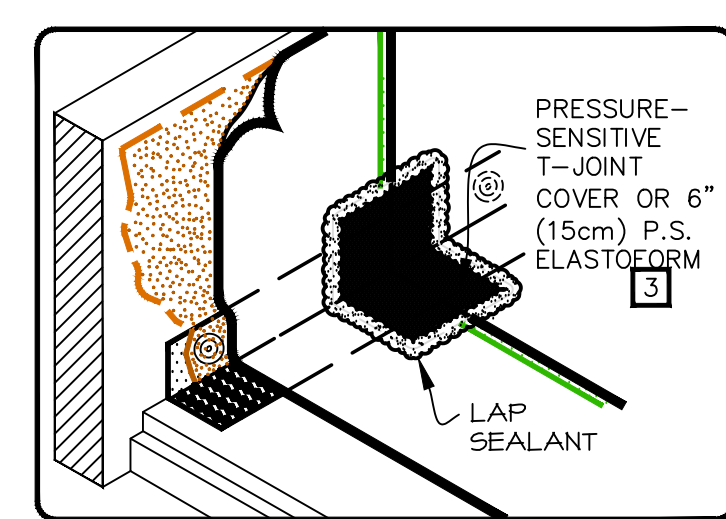


OPTIONAL SEAM PLATE/FASTENER MAY BE INSTALLED INTO THE STRUCTURAL DECK UP TO 6" (15cm) FROM ANGLE CHANGE.



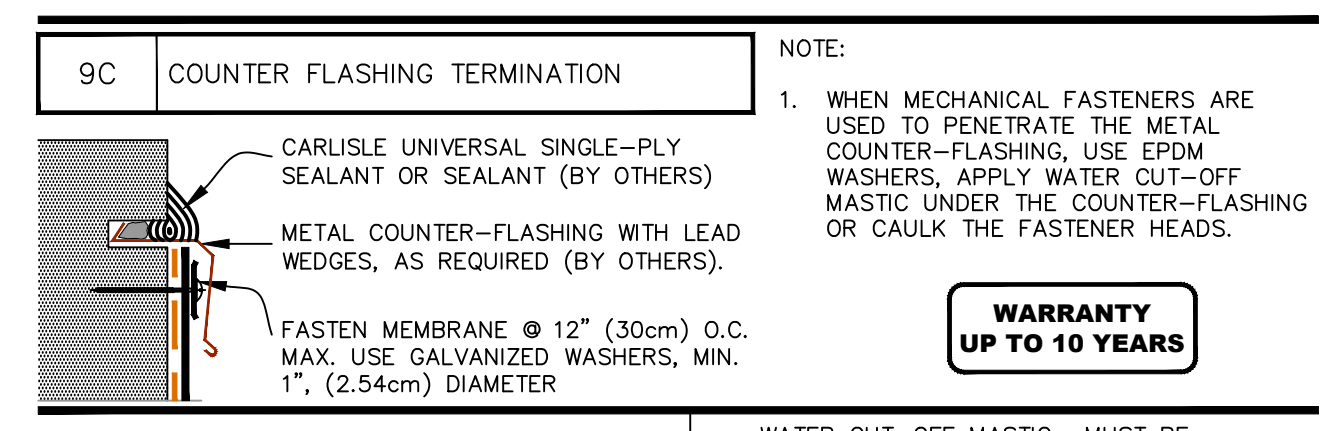
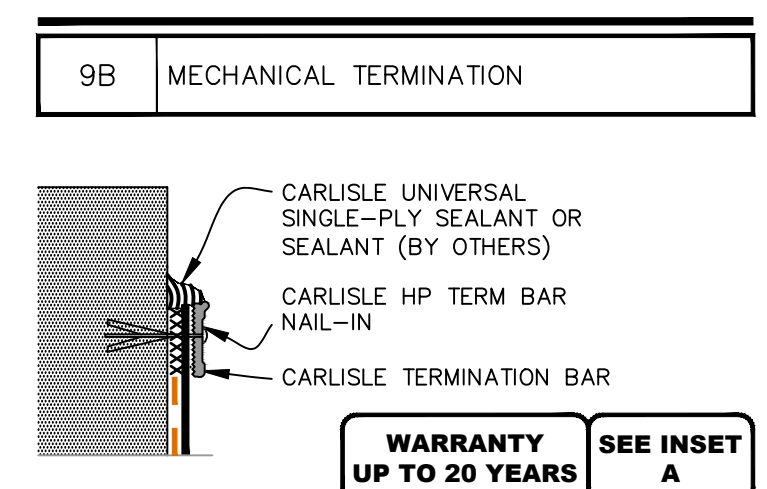
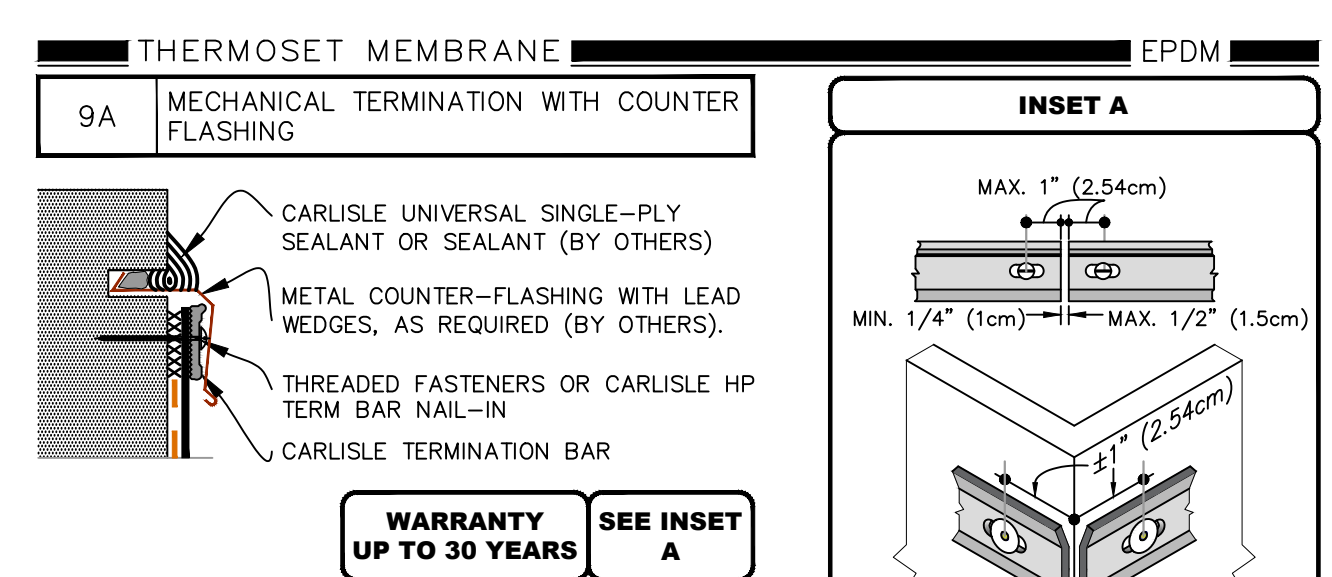
DIMENSION	cm
(A)	1/8"-1" 0.5-2.5

- NOTES:
- FASTENERS AND PLATES ARE REQUIRED AT 6" (15cm) O.C. FOR ADHERED SYSTEMS WITH WARRANTY WIND SPEED COVERAGE GREATER THAN 90 MPH AND FOR ALL PROJECTS WITH WARRANTIES GREATER THAN 20 YEARS. HP FASTENERS AND POLYMER SEAM PLATES ARE REQUIRED OVER STEEL DECKS ON MECHANICALLY FASTENED SYSTEMS.
 - PROJECTS WITH 30-YEAR WARRANTY OR WHEN USING 90-MIL MEMBRANE REFER TO DETAIL U-2C.
 - FOR CORNERS AND RUSS APPLICATION REFER TO DETAILS U-15A OR U-15B.



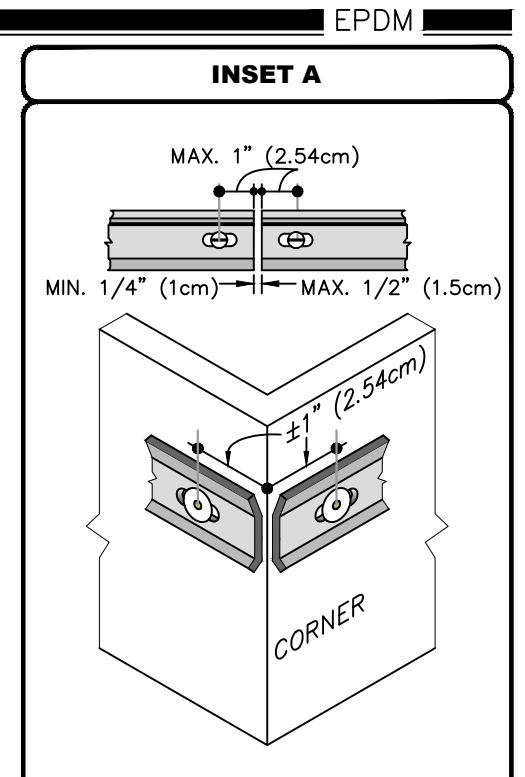
PARAPET / CURB WITH CONTINUOUS MEMBRANE	DETAIL NO. U-12A
MAXIMUM WARRANTY: 30 YEARS	U (UNIVERSAL DETAIL)

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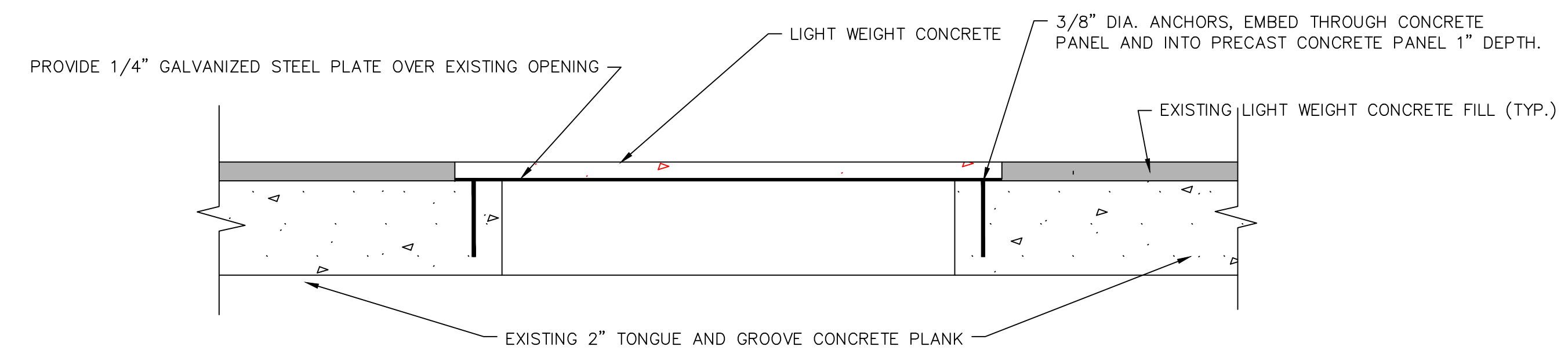


MEMBRANE TERMINATIONS (PAGE 1 OF 3)	DETAIL NO. U-9
WARRANTY AS NOTES FOR EACH DETAIL	U (UNIVERSAL DETAIL)

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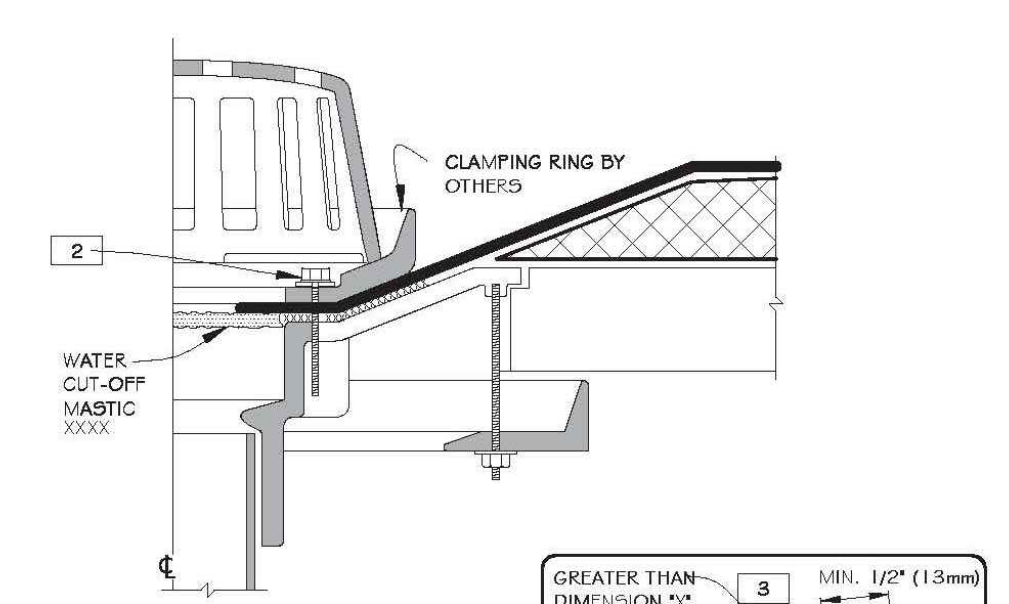


- NOTES:
- APPLY ON HARD SMOOTH SURFACE ONLY; NOT FOR USE ON EXPOSED WOOD.
 - DO NOT WRAP TERMINATION BAR AROUND CORNERS.
 - DETAIL 9D MUST BE USED AT VERTICAL JOINTS IN PANEL WALLS.



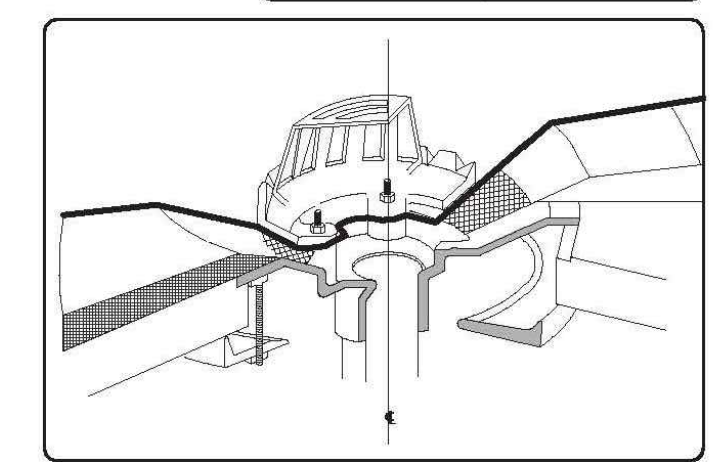
PROPOSED ROOF REPAIR DETAIL

NTS

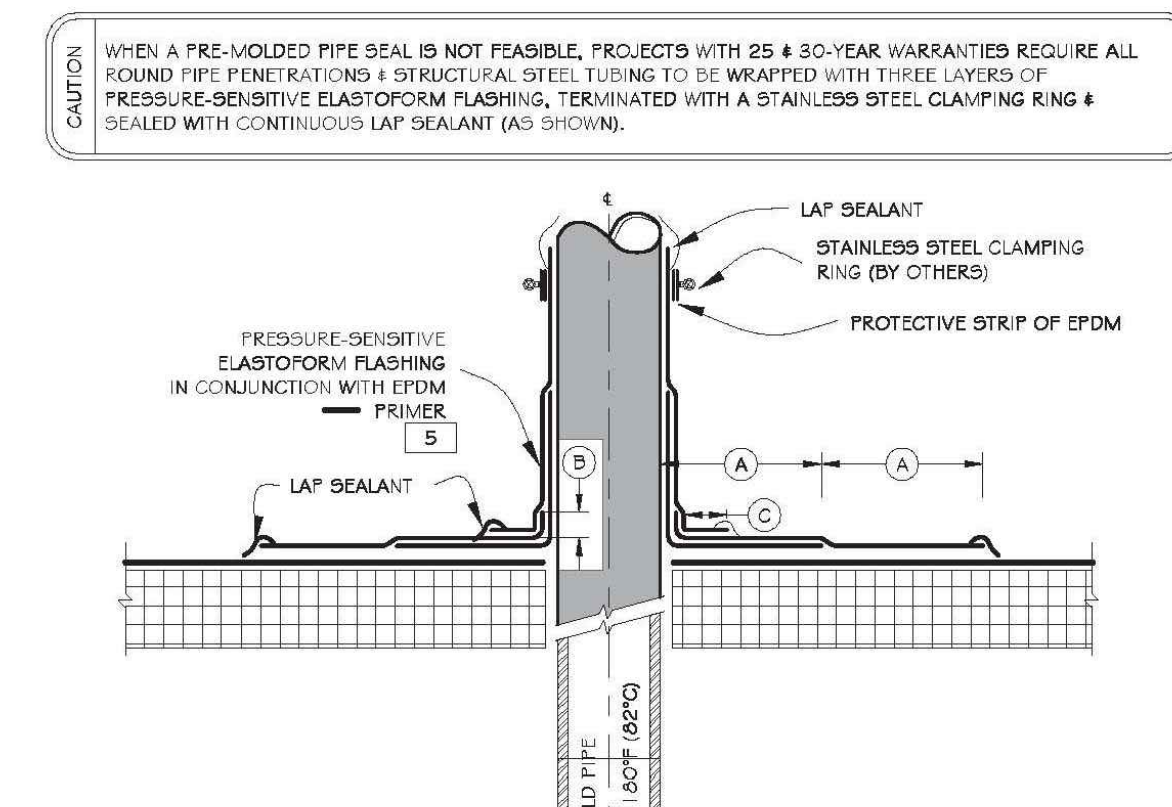


DIMENSION	mm
(A)	GREATER THAN DIMENSION 'X'
(B)	MIN. 1/2" (12.7mm)

- NOTES:
- ROOF DRAIN SIZE AND NUMBER OF DRAINS SHALL BE IN ACCORDANCE WITH THE LOCAL CODES.
 - ALL BOLTS OR CLAMPS MUST BE IN PLACE TO PROVIDE CONSTANT COMPRESSION ON WATER CUT-OFF MASTIC.
 - THE HOLE IN THE MEMBRANE SHALL EXCEED THE DIAMETER OF THE DRAIN PIPE, BUT SHALL BE NO LESS THAN 1/2" (12.7mm) FROM THE ATTACHMENT POINTS OF THE DRAIN.
 - REMOVE EXISTING LEAD, FLASHING MATERIAL & ENSURE THE DRAIN RING IS COMPLETELY CLEAN DOWN TO BARE METAL.
 - FIELD SPICERS MUST BE LOCATED AT LEAST 6" (152mm) OUTSIDE THE DRAIN SUMMIT.
 - INSULATION TAPER SHALL NOT BE GREATER THAN 6" (152mm) IN 12" (305mm) HORIZONTAL.



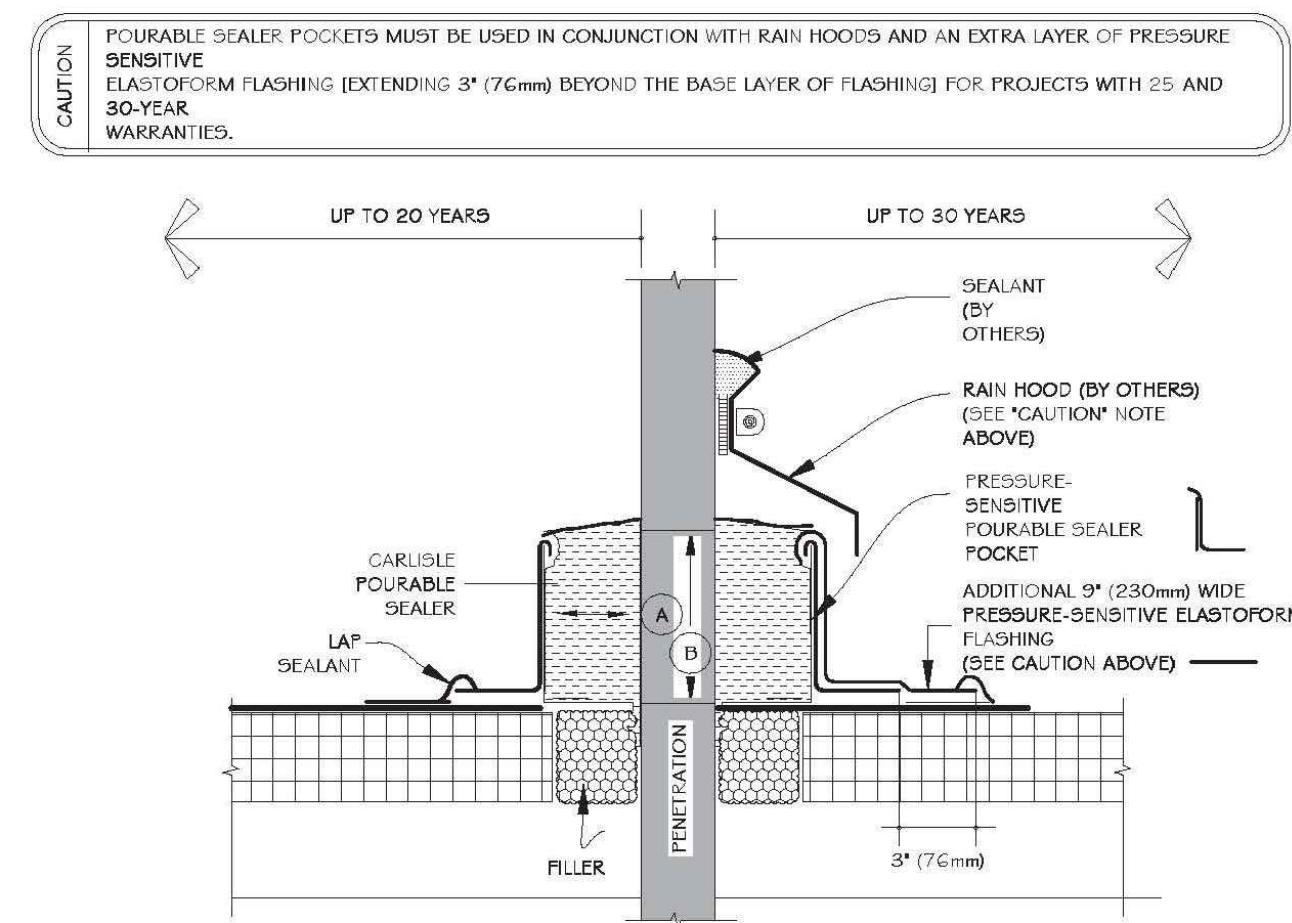
ROOF DRAIN



- NOTES:
- REMOVE ALL LEAD AND OTHER FLASHING BEFORE INSTALLING FIELD-FABRICATED FLASHING.
 - TEMPERATURE OF PIPE PENETRATION MUST NOT EXCEED 140°F (60°C).
 - PIPE FLASHING MAY BE USED WITH SQUARE OR RECTANGULAR STRUCTURAL TUBING WITH ROUNDED CORNERS.
 - FOR STRUCTURAL STEEL TURNING GREATER THAN 1/2" (12.7mm) ACROSS, USE DETAIL U-15.
 - EPDM PRIMER MUST BE APPLIED TO THE MATING SURFACES PRIOR TO APPLYING PRESSURE-SENSITIVE ELASTOFORM FLASHING.
 - IN COLDER TEMPERATURES, A HEAT GUN MUST BE USED WHEN FORMING PRESSURE-SENSITIVE ELASTOFORM FLASHING.
 - ON MECHANICALLY FASTENED ROOFING SYSTEMS, ADDITIONAL MEMBRANE SECUREMENT IS REQUIRED. REFER TO DETAIL MF-05.
 - MEMBRANE SECUREMENT IS REQUIRED AROUND ALL ROUND PIPE PENETRATIONS GREATER THAN 1/2" (12.7mm) IN DIAMETER.

DIMENSIONS	mm
(A)	2"
(B)	1/2"
(C)	1"

STRUCTURAL STEEL TUBE FLASHING



- NOTES:
- THE MAXIMUM ALLOWABLE SURFACE TEMPERATURE OF THE PENETRATION SHALL NOT EXCEED 140°F (60°C).
 - ALL DESIRS (PAINT, RUST, LEAD, OTHER FLASHINGS, ETC.) MUST BE REMOVED FROM THE PENETRATION.
 - PENETRATIONS, MEMBRANE, FLASHING AND METAL (INSIDE POCKET) MUST BE PRIMED WITH EPDM PRIMER PRIOR TO APPLYING POURABLE SEALER. DO NOT PRIME THE BLUE PLASTIC SUPPORT STRIP.
 - POURABLE SEALER MUST COMPLETELY FILL POURABLE SEALER POCKET TO PREVENT FLOWING OF WATER.
 - POURABLE SEALER MUST CONTACT PRIMED PRESSURE-SENSITIVE ELASTOFORM FLASHING AND DECK/MEMBRANE.
 - SECUREMENT IS REQUIRED FOR POURABLE SEALER POCKETS WHICH ARE GREATER THAN 1/2" (12.7mm) IN DIAMETER. REFER TO SPECIFICATIONS.
 - ON MECHANICALLY FASTENED ROOFING SYSTEMS, ADDITIONAL MEMBRANE SECUREMENT IS REQUIRED (SIMILAR TO DETAIL MF-05) REGARDLESS OF SIZE OR DIAMETER.
 - PIPE CLUSTERS MUST HAVE MINIMUM 1" (25mm) CLEARANCE BETWEEN PENETRATIONS.

DIMENSIONS	mm
(A)	1"
(B)	2"

POURABLE SEALER POCKET

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DATE: OCTOBER 16, 2024

STP ADMIN ROOF REPLACEMENT DETAILS
PREPARED FOR

BEACON

CITY OF BEACON,
DUTCHESS COUNTY, NEW YORK

Drawn By: PDLs
Checked By:
Scale: 1" = 10'
Tax Map No.: 5954-15-650450-000
Drawing No.: 030
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