



**VOLUME ONE**

**CONTRACT DOCUMENTS**

**FOR THE**

**NEWBURGH RECREATION CENTER PROJECT**

**TOWN OF NEWBURGH  
ORANGE COUNTY, NEW YORK**

**The Project is Bid as a single Prime Construction Project due to a Wicks Law exemption permitted through the Town's Project Labor Agreement. All work depicted on the Plans and in the Specifications is the responsibility of the successful bidder including any work identified as by Mechanical, Plumbing or Electrical Contract.**

**PREPARED FOR:**

**Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550**

**PREPARED BY:**

**MHE Engineering, D.P.C.  
111 Wheatfield Drive, Suite 1  
Milford, PA 18337**

**NOTE: ANY UNAUTHORIZED ALTERATION OR  
ADDITION TO THIS DOCUMENT IS A  
VIOLATION OF SECTION 7209(2) OF THE  
NEW YORK STATE EDUCATION LAW.**

**DATE: February 28, 2024**

**JOB #: 21-135**

**NEW YORK OFFICE**

33 Airport Center Drive, Suite 202, New Windsor, NY 12553  
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

**PENNSYLVANIA OFFICE**

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Dated: 21 December 2023

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**ADVERTISEMENT FOR BIDS  
TOWN OF NEWBURGH  
ORANGE COUNTY, NEW YORK  
NEWBURGH RECREATION CENTER PROJECT**

**General Notice**

**Town of Newburgh** (Owner) is requesting Bids for the construction of the following Project:

**Newburgh Recreation Center Project**

Bids for the construction of the Project will be received at the **Town of Newburgh Clerk's Office** located at **1496 Route 300, Newburgh, NY 12550** until **March 28, 2024 at 2:00 PM** local time. At that time the Bids received will be **publicly** opened and read. **This Project will contain a Project Labor Agreement**

The Project includes the following Work:

**New construction of a 37,000 SF Recreation Center and associated site work, including on-lot septic system, to be located at Chadwick Lake Park, Route 300, Town of Newburgh, NY.**

Bids will be received for the following Contracts:

**Contract GC-1 – General Construction**

**Obtaining the Bidding Documents**

The Issuing Office for the Bidding Documents is:

**MHE Engineering, D.P.C.  
111 Wheatfield Drive, Suite 1  
Milford, PA 18337**

Prospective Bidders may **obtain** copies of the Bidding Documents from the Issuing Office as described above and becoming available on **February 28, 2024**.

Prospective Bidders may **examine** the Bidding Documents at the issuing office as described above and the MHE Engineering office located at 33 Airport Center Drive, Suite 202, New Windsor, New York 12553 on Monday through Friday between the hours of **8:30 am and 5:00 pm** becoming available on **February 28, 2024**.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. Only those persons whose name and address are on record of having obtained the Contract Documents will be permitted to bid and issued the Addendums, if any.

**Digital copies of the contract documents may be obtained online as a download by a secured electronic link for a non-refundable fee of fifty dollars (\$50.00) upon payment with a check made payable to MHE Engineering, D.P.C. by contacting the Issuing Office at (570) 296-2765 or by email at [mhepa@mhepc.com](mailto:mhepa@mhepc.com).**

**Hard copies of the contract documents may be obtained from MHE Engineering, D.P.C. by special request for an additional fee.**

Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five (5) percent of the amount of the Bid payable to the **Town of Newburgh** as a guarantee that if the Bid is accepted, the Bidder will, within fifteen (15) days after the award of the Contract, execute the Contract and file acceptable Performance and Labor and Material Payment Bonds and Certificate(s) of Insurance.

### **Pre-Bid Conference**

A pre-bid conference for the Project will be held on **Tuesday, March 12, 2024 at 10:00AM** at the **project site, Chadwick Lake Park, Route 300, Newburgh, NY 12550**. Attendance at the pre-bid conference is encouraged, but not required.

OWNERS RIGHTS RESERVED: **Town of Newburgh** hereinafter called the Owner, reserves the right to reject any or all Bids and to waive any informality or technicality in any Bid in the interest of the Owner.

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

The Owner shall be exempt from payment of sales and compensating use taxes of the State of New York and cities and counties on all materials supplied to the Owner pursuant to this contract.

**Town of Newburgh** an equal opportunity employer and affirmative action employer, hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, gender, color or national origin in consideration of an award.

### **This Advertisement is issued by:**

Owner: **Town of Newburgh**  
By: **Lisa M. Vance-Ayers**  
Title: **Town Clerk**  
Date: **February 28, 2024**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. Only those persons whose name and address are on record of having obtained the Contract Documents will be permitted to bid and issued the Addendums, if any.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version **2017** or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments including:
    - 1. Reference information for a minimum of five completed projects similar in nature to this project.
    - 2. Background and experience of Key Personnel.
    - 3. Current contracts on hand.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
  - F. Completed Bidder Qualifications Statement, Form EJCDC C-451.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will be held for this Project on **March 12, 2024 at 10:00 AM at the project site, Chadwick Lake Park, Route 300, Newburgh, NY 12550.**
- 4.02 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner, Engineer, and Construction Manager will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.03 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Report.
  - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
  - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract

Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

- c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

- 1. **No additional site related documents.**

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is recommended to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the Owner or Engineer. Bidder must conduct any Site visit during normal working hours.
- E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.



5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the General Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. **Email: mhepa@mhepc.com**

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Addenda will be issued no later than five (5) days prior to the date for opening bids.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

**ARTICLE 8—BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General

Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—PREPARATION OF BID**

- 11.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be

indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 11.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 11.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 11.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 11.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 11.06 A Bid by an individual must show the Bidder’s name and official address.
- 11.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 11.08 All names must be printed in ink below the signatures.
- 11.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 11.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 11.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 11.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such

certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## **ARTICLE 12—BASIS OF BID**

### **12.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

### **12.02 *Base Bid with Alternates***

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

### **12.03 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.
- C. Discrepancies between 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.

### **12.04 *Allowances***

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

## **ARTICLE 13—SUBMITTAL OF BID**

13.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

13.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the

notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 13.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 14—MODIFICATION AND WITHDRAWAL OF BID**

- 14.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 14.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

#### **ARTICLE 15—OPENING OF BIDS**

- 15.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 16—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 16.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 17.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 17.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
  - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 17.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 17.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

The Contract will be awarded to that responsible Bidder whose Bid, so determined within the Base Bid or Alternate Bids, totals the lowest number of dollars, if said Bidder or Bidders are otherwise satisfactory to the Owner. The Owner reserves the right to waive any informalities in or reject any or all Bids.

In the event that there is a discrepancy between the unit prices and the extended totals, unit prices shall govern. In the event that there is a discrepancy between the unit prices or the extended totals written in words and written in figures, the unit prices or extended totals written in words shall govern. No Bid will be accepted which does not contain a unit price for every item in the proposal form.

## **ARTICLE 18—BONDS AND INSURANCE**

- 18.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any),

and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 19—SIGNING OF AGREEMENT**

- 19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 20—SALES AND USE TAXES**

Owner is exempt from **New York** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid.

# NEW YORK STATE WAGE RATES





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Newburgh  
Michael Lamoreaux  
111 Wheatfield Drive  
Suite 1  
Milford PA 18337

Schedule Year 2023 through 2024  
Date Requested 02/16/2024  
PRC# 2024002036

Location Chadwick Lake Park  
Project ID#  
Project Type New construction of a 37,000 SF Recreation Center and associated site work, including on-lot septic system

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2023 through June 2024. 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](http://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 12226



# 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](http://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](http://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](http://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

Town of Newburgh  
Michael Lamoreaux  
111 Wheatfield Drive  
Suite 1  
Milford PA 18337

Schedule Year 2023 through 2024  
Date Requested 02/16/2024  
PRC# 2024002036

Location Chadwick Lake Park  
Project ID#  
Project Type New construction of a 37,000 SF Recreation Center and associated site work, including on-lot septic system

### 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](mailto: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](http://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*

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#### **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](mailto: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](http://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](http://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

**Orange County General Construction**

**Boilermaker** **02/01/2024**

**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:	07/01/2023	01/01/2024
Boilermaker	\$ 65.88	\$ 67.38
Repairs & Renovations	65.88	67.38

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
	+ \$ 26.49	+ \$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:

Apprentice(s)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.12	\$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

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

4-5

**Carpenter** **02/01/2024**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Orange

**WAGES**

Per hour: 07/01/2023

Building:  
 Millwright \$ 46.00  
 + 8.17\*

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 34.31

**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
\$28.01	\$30.34	\$34.67	\$43.33
+ 4.27*	+ 5.06*	+ 5.81*	+ 7.31*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$22.55	\$24.34	\$26.45	\$29.18

8-740.2

**Carpenter**

**02/01/2024**

**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: 07/01/2023

Carpet/Resilient

Floor Coverer \$ 34.45  
 + 3.25\*

\*This portion is not subject to overtime premiums

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 is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

**Carpenter**

**02/01/2024**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2023

Marine Construction:

Marine Diver \$ 74.03  
 + 9.79\*

Marine Tender \$ 53.57  
 + 9.79\*

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 45.34

**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 \$ 25.60  
 + 5.30\*

2nd year 31.20  
 + 5.30\*

3rd year 39.58  
 + 5.30\*

4th year 47.97  
 + 5.05\*

\*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.83

8-1456MC

**Carpenter**

**02/01/2024**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour: 07/01/2023

Core Drilling:

Driller \$ 43.88  
+ 2.50\*

Driller Helper

\$ 34.47  
+ 2.50\*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Driller and Helper \$ 28.85

**OVERTIME PAY**

See (B, G, P) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway**

**02/01/2024**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Wages per hour: 07/01/2023 07/01/2024  
Additional

Carpenter - ONLY for

Artificial Turf/Synthetic Sport Surface \$ 34.48 \$ 2.25\*

\*To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 26.30

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5) on HOLIDAY PAGE

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

1st term	\$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

**Carpenter - Building / Heavy&Highway**

**02/01/2024**

**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):

	07/01/2023	07/01/2024	07/01/2025	07/01/2026
Base Wage	\$ 35.81	Additional \$ 2.16**	Additional \$ 2.23**	Additional \$ 2.30**
	+ 4.88*			

Applies to Diver (Wet):

Base Wage	\$ 50.00
	+ 4.88*

\*For all hours paid straight or premium.

\*\*To be allocated at a later date.

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 \$ 31.30

**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	5th
-----	-----	-----	-----	-----



\$ 17.91	\$ 21.49	\$ 23.28	\$ 25.07	\$ 28.65
+2.58*	+2.58*	+2.58*	+2.58*	+2.58*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 16.32

11-279.2B/H&H

**Carpenter - Floor Coverer**

**02/01/2024**

**JOB DESCRIPTION** Carpenter - Floor Coverer

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Sullivan, Ulster

**PARTIAL COUNTIES**

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

**WAGES**

WAGES:(per hour)

	07/01/2023	07/01/2024	07/01/2025
Carpet/Resilient Floor Coverer	\$ 35.81	Additional \$ 2.16**	Additional \$ 2.23**
	+4.88*		

\* For all hours paid straight or premium

\*\* To be allocated at a later date.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journey worker \$ 31.30

**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	5th
\$ 17.91	\$ 21.49	\$ 23.28	\$ 25.07	\$ 28.65
+2.58*	+2.58*	+2.58*	+2.58*	+2.58*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.32

11-279.2Floor

**Electrician**

**02/01/2024**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Putnam, Rockland

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:

	07/01/2023	04/01/2024
Electrician Wireman/Technician	\$ 49.50	\$ 50.50
	+9.00*	+ 9.50*

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:

	07/01/2023	04/01/2024
Between 4:30pm & 12:30am	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.50*
Between 12:30am & 8:30am	\$ 65.06	\$66.35
	+ 9.00*	+ 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.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	04/01/2024
Journeyman	\$ 28.68 plus	\$ 29.68 plus
	3% of straight	3% of straight
	or premium wage	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

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.72	24.97	31.21	37.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.39	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	20.60	24.97	31.21	47.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
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	2nd	3rd	4th	5th	6th
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	2nd	3rd	4th	5th	6th
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:**

**07/01/2023**

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

**Elevator Constructor**

**02/01/2024**

**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	07/01/2023	01/01/2024
Mechanic	\$ 67.35	\$ 70.15
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	01/01/2024
Journeyman/Helper	\$ 37.335*	\$ 37.885*

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

**Glazier**

**02/01/2024**

**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: 7/01/2023

Glazier & Glass Tinting	\$ 61.64
*Scaffolding	65.64
Window Film	
**Repair & Maintenance	30.76

\*Scaffolding includes swing scaffold, 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 \$184,000.

**SUPPLEMENTAL BENEFITS**

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 40.20

Window Film  
 Repair & Maintenance 23.19

**OVERTIME PAY**

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 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:

7/01/2023

1st term	\$ 21.93
2nd term	30.05
3rd term	39.95
4th term	48.97

Supplemental Benefits:

(Per hour)

1st term	\$ 18.25
2nd term	25.97
3rd term	31.27
4th term	34.32

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**02/01/2024**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:	07/01/2023	06/01/2024
Insulator	\$ 59.25	+ \$ 2.50
Discomfort & Additional Training**	62.31	+ \$ 2.50
Fire Stop Work*	31.77	+ \$ 2.50

\* 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	\$ 37.35
Discomfort & Additional Training	39.39
Fire Stop Work: Journeyworker	19.03

**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
\$ 31.77	\$ 37.26	\$ 42.76	\$ 48.26

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 33.30	\$ 39.09	\$ 44.90	\$ 50.71

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 19.03
2nd term	22.69
3rd term	26.36
4th term	30.03

Discomfort & Additional Training Apprentices:

1st term	\$ 20.06
2nd term	23.92
3rd term	27.78
4th term	31.66

8-91

**Ironworker**

**02/01/2024**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

**WAGES**

Per hour:

	07/01/2023	07/01/2024 Additional	07/01/2025 Additional	07/01/2026 Additional
Structural	\$ 52.63	\$ 2.00*	\$ 2.00*	\$ 2.00*
Reinforcing*	52.63	2.00*	2.00*	2.00*
Ornamental	52.63	2.00*	2.00*	2.00*
Chain Link Fence	52.63	2.00*	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).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 52.63
2nd Shift	67.34
3rd Shift	72.24

\*\*Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 43.47
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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	\$ 26.32	\$ 31.58	\$ 36.85	\$ 42.10
2nd Shift	36.16	42.40	48.64	54.86
3rd Shift	39.45	46.00	52.57	59.12

Supplemental Benefits per hour:

1st year	\$ 37.35
2nd year	38.57
3rd year	39.80
4th year	41.02

11-417

**Laborer - Building**

**02/01/2024**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Sullivan, Ulster

**PARTIAL COUNTIES**

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

Greene: Only the Township of Catskill.

**WAGES**

Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, jackhammers, general labor.

Class 3: Jumping jack, air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES: (per hour)	07/01/2023	06/01/2024	06/01/2025 Additional	06/01/2026 Additional
Class 1	\$ 41.65	\$ 43.15	\$ 2.69*	\$ 2.79*
Class 2	42.40	43.95	2.72*	2.82*
Class 3	44.30	45.90	2.79*	2.89*
Class 4	47.30	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 Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 32.40	\$ 33.50
Shift	39.46	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.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	34.27	TBD

11-17.BA

**Laborer - Heavy&Highway**

**02/01/2024**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Sullivan, Ulster

**PARTIAL COUNTIES**

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

Greene: Only the Township of Catskill.

**WAGES**

CLASS 1: Flagperson, gateperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. \*Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto-remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screedman, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2023	06/01/2024 Additional
Class 1	\$ 40.80	\$ 2.65**
Class 2	44.80	2.35**
Class 3	49.40	2.45**
Class 4	54.70	2.20**

\* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

\*\*To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 32.28
Shift	37.96

**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.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	33.08	TBD



**Laborer - Tunnel** **02/01/2024**

**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)

	07/01/2023	06/01/2024	06/01/2025
Class 1	\$ 55.55	\$ 57.05	\$ 58.55
Class 2	57.70	59.20	60.70
Class 4	64.10	65.60	67.10
Class 5	47.65	49.90	51.40

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 35.73	\$ 36.98	\$ 38.23
Benefit 2	51.01	TBD	TBD
Benefit 3	71.28	TBD	TBD

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** **02/01/2024**

**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.

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. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	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". (Ref #14.02.01-A)

Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder, Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder, Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	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. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 59.91	\$ 61.41
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Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

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

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 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.

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2023	05/06/2024
	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

**Lineman Electrician - Teledata**

**02/01/2024**

**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).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 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.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70	\$ 5.70	\$ 5.70
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting**

**02/01/2024**

**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.

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.  
 (Ref #14.01.02)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	50.60	51.82
Certified Welder	53.13	54.41
Digging Machine	45.54	46.64
Tractor Trailer Driver	43.01	44.05
Groundman, Truck Driver	40.48	41.46
Equipment Mechanic	40.48	41.46
Flagman	30.36	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.

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

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

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 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) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
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\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
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\*The 7% is based on the hourly wage paid, straight time or premium time.

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**Lineman Electrician - Tree Trimmer** **02/01/2024**

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**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

\*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48 *plus 4.5% of the hourly wage paid	\$ 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

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

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

**HOLIDAY**

Paid: See (5, 6, 8, 15) 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

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**Mason - Building** **02/01/2024**

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**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:

	07/01/2023
Bricklayer	\$ 45.00

Cement Mason	45.00
Plasterer/Stone Mason	45.00
Pointer/Caulker	45.00

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 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 \$ 37.39

**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

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**Mason - Building** **02/01/2024**

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**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour: 07/01/2023 12/04/2023 06/03/2024

Building: Additional

Tile, Marble, & Terrazzo Mechanic/Setter	\$ 57.29	\$ 57.72	\$ 0.64
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**SUPPLEMENTAL BENEFITS**

Per Hour:			
Journeyworker:	\$ 23.06*	\$ 23.26*	
	+ \$7.68	+\$7.69	

\* 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
07/01/2023									
\$21.70	\$26.66	\$33.75	\$38.69	\$42.25	\$45.70	\$49.29	\$54.23	\$57.09	\$61.25
12/04/2023									
\$21.96	\$26.95	\$34.10	\$39.08	\$42.68	\$46.16	\$49.79	\$54.77	\$57.66	\$61.90

Supplemental Benefits per hour:  
 (Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023									
\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$16.86*	\$22.11*
+\$0.73	+\$0.78	+\$0.88	+\$0.88	+\$1.37	+\$1.42	+\$1.83	+\$1.88	+\$6.03	+\$6.61
12/04/2023									
\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$16.86*	\$22.11*
+\$0.73	+\$0.78	+\$0.89	+\$0.94	+\$1.38	+\$1.43	+\$1.84	+\$1.89	+\$6.04	+\$6.62

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
07/01/2023									
\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73

Supplemental Benefits per hour:  
 (Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023									
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18

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

9-7/52B

**Mason - Building** **02/01/2024**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**  
 Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour: 07/01/2023 12/04/2023 06/03/2024



Building			Additional
Tile, Marble, & Terrazzo Finisher	\$ 47.06	\$ 47.51	\$ 0.54
<b>SUPPLEMENTAL BENEFITS</b>			
Journeyworker:			
Per Hour	\$ 20.16*	\$ 20.26*	
	+ \$7.55	+ \$7.55	

\*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 - Building**

**02/01/2024**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour: 07/01/2023

Bricklayer	\$ 45.89
Cement Mason	45.89
Plasterer/Stone Mason	45.89
Pointer/Caulker	45.89

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 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 \$ 37.95

**OVERTIME PAY**

OVERTIME:  
 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

11-5wp-b

**Mason - Building**

**02/01/2024**

**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:

07/01/2023 7/03/2023

Marble Cutters & Setters \$ 62.82 \$ 63.12

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 39.03 \$ 39.34

**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:

07/01/2023

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+
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82

Supplemental Benefits per hour:

07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.38	\$ 28.86	\$ 29.74	\$ 30.60	\$ 31.48	\$ 36.44	\$ 38.17	\$ 39.03

07/03/2023

Wage Per Hour:

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+
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12

Supplemental Benefits Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34

9-7/4

**Mason - Heavy&Highway**

**02/01/2024**

**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:

07/01/2023

Bricklayer	\$ 45.50
Cement Mason	45.50
Marble/Stone Mason	45.50
Plasterer	45.50
Pointer/Caulker	45.50

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 \$ 37.39

**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

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**Mason - Heavy&Highway**

**02/01/2024**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2023

Bricklayer	\$ 46.39
Cement Mason	46.39
Marble/Stone Mason	46.39
Plasterer	46.39
Pointer/Caulker	46.39

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	\$ 37.95
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**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

11-5WP-H/H

**Operating Engineer - Building / Heavy&Highway**

**02/01/2024**

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

- CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.
- CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.
- CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.
- CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.
- CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combination Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmed-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Bauer, AML and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer); Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer(Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"\*\*\*; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeezcrete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Barrier Moving Machine-Zipper; Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self-propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Pot Hole Killer Trucks or equivalent; Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Class A5	\$ 65.72 plus 4.00*	\$ 2.75***	\$ 2.50***
Class A4	64.72 plus 4.00*	2.75***	2.50***
Class A3	63.72 plus 4.00*	2.75***	2.50***
Class A2	61.22 plus 4.00*	2.75***	2.50***
Class A1	60.22 plus 4.00*	2.75***	2.50***
Class A	59.22 plus 4.00*	2.75***	2.50***
Class B	57.63 plus 4.00*	2.75***	2.50***

Class C	55.72 plus 4.00*	2.75***	2.50***
Class D	54.09 plus 4.00*	2.75***	2.50***
Class E	50.38 plus 4.00*	2.75***	2.50***
Safety Engineer	59.96 plus 4.00*	2.75***	2.50***

Helicopter:

Pilot/Engineer	61.04 plus 4.00*	2.75***	2.50***
Co Pilot	59.22 plus 4.00*	2.75***	2.50***
Communications Engineer	59.22 plus 4.00*	2.75***	2.50***

Surveying:

Chief of Party	59.22 plus 4.00*	2.75***	2.50***
Transit/Instrument Man	50.38 plus 4.00*	2.75***	2.50***
Rod/Chainman	49.80 plus 4.00*	2.75***	2.50***

Additional \$0.75 for Survey work Tunnel under compressed air.  
 Additional \$0.50 for Hydrographic work.

\*The \$4.00 is added to the Class Base Wage for all hours worked. Additionally, the \$4.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*Outside Material Hoist (Class B) receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

\*\*\*To be allocated at a later date

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 33.50

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

**OVERTIME PAY**

See (B, E, Q, \*V, X) on OVERTIME PAGE

\*15% premium is also required on shift work benefits

**HOLIDAY**

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage:

1st year	60% of Class base wage plus \$4.00*
2nd year	70% of Class base wage plus \$4.00*
3rd year	80% of Class base wage plus \$4.00*
4th year	90% of Class base wage plus \$4.00*

\*The \$4.00 is added to the Class Base Wage for all hours worked. Additionally, the \$4.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 33.50

**Operating Engineer - Marine Dredging**

**02/01/2024**

**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:	07/01/2023	10/01/2023
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 43.94	\$ 45.26
CLASS A2 Crane Operator (360 swing)	39.16	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	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 12.00 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50	\$ 11.75 plus 6% of straight time wage, Overtime hours add \$ 0.50

All Class D	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
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**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 - Steel Erectors**

**02/01/2024**

**JOB DESCRIPTION** Operating Engineer - Steel Erectors

**DISTRICT** 11

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Class A3	\$ 67.74 plus 4.00*	\$ 2.75**	\$ 2.50**
Class A2	66.08 plus 4.00*	2.75**	2.50**
Class A1	63.24 plus 4.00*	2.75**	2.50**
Class A	61.58 plus 4.00*	2.75**	2.50**
Class B	58.79 plus 4.00*	2.75**	2.50**
Class C	56.13 plus 4.00*	2.75**	2.50**
Class D	54.60 plus 4.00*	2.75**	2.50**
Class E	50.84 plus 4.00*	2.75**	2.50**
Vacuum Truck	59.55 plus 4.00*	2.75**	2.50**
Safety Engineer	60.41 plus 4.00*	2.75**	2.50**
Helicopter:			
Pilot/Engineer	63.24 plus 4.00*	2.75**	2.50**
Co Pilot	62.85 plus 4.00*	2.75**	2.50**
Communications Engineer	62.85 plus 4.00*	2.75**	2.50**
Surveying:			
Chief of Party	59.55 plus 4.00*	2.75**	2.50**
Transit/Instrument man	50.84 plus 4.00*	2.75**	2.50**



Rod/Chainman	49.80 plus 4.00*	2.75**	2.50**
Additional \$0.75 for Survey work Tunnels under compressed air.			
Additional \$0.50 for Hydrographic work.			

\*The \$4.00 is added to the Class Base Wage for all hours worked. Additionally, the \$4.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*To be allocated at a later date

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.  
 - On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 33.50

**OVERTIME PAY**

See (B, E, Q, \*V, X) on OVERTIME PAGE

\*15% premium is also required on shift work benefits

**HOLIDAY**

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage.

1st year	60% of Class base wage plus \$4.00*
2nd year	70% of Class base wage plus \$4.00*
3rd year	80% of Class base wage plus \$4.00*
4th year	90% of Class base wage plus \$4.00*

\*The \$4.00 is added to the Class Base Wage for all hours worked. Additionally, the \$4.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 33.50

11-825SE

**Painter**

**02/01/2024**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

**WAGES**

Per hour

	07/01/2023	07/01/2024 Additional
Brush/Paper Hanger	\$ 37.97	+ \$1.93*
Dry Wall Finisher	37.97	+ \$1.93*
Lead Abatement	37.97	+ \$1.93*
Sandblaster-Painter	37.97	+ \$1.93*
Spray Rate	38.97	+ \$1.93*

(\* ) 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

Journey person \$ 26.28

**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 Journey person's wage

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term	\$ 11.14
All others	26.28

1-155

**Painter - Bridge & Structural Steel** **02/01/2024**

**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:	07/01/2023	10/01/2023
	\$ 54.50	\$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL \$6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

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

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate.

When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journey worker:	\$ 11.78	\$ 12.43
	+ 30.85*	+ 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 (no cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage - Per hour:  
 Apprentices: (1) year terms.

1st year	\$ 21.80 + 4.04	\$ 22.40 + 4.14
2nd year	\$ 32.70 + 6.06	\$ 33.60 + 6.21
3rd year	\$ 43.60 + 8.08	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:		
1st year	\$ .90 + 12.34	\$ 1.16 + 12.62
2nd year	\$ 7.07 + 18.51	\$ 7.46 + 18.93
3rd year	\$ 9.42 + 24.68	\$ 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** **02/01/2024**

**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):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:			
Striping Machine Operator:	\$ 10.03	\$ 22.24	\$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

**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:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

**Painter - Metal Polisher**

**02/01/2024**

**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**

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Journeyworker:  
 All classification \$ 12.34

**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:

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:  
 Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber**

**02/01/2024**

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

**WAGES**

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

	07/01/2023	05/01/2024	05/01/2025
Plumber	\$ 38.59	Additional \$ 2.25*	Additional \$ 2.50*

\*To be allocated at a later date

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 36.07*
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\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

**OVERTIME PAY**

See (B, G, P, \*V) on OVERTIME PAGE

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

(1)year terms at the following wage.

	07/01/2023
1st term	\$ 17.37
2nd term	21.23
3rd term	25.09
4th term	28.95
5th term	32.81

Supplemental Benefits per hour:

Apprentices

1st term	\$ 16.31*
2nd term	19.90*
3rd term	23.50*
4th term	27.10*
5th term	30.69*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

11-373 Refrig

**Plumber** **02/01/2024**

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

**ENTIRE COUNTIES**  
 Orange, Rockland, Sullivan

**PARTIAL COUNTIES**  
 Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

**WAGES**

WAGES:(per hour)	07/01/2023	05/01/2024
		Additional
Plumber/Steamfitter	\$ 49.95	\$ 2.25*

\*to be allocated at a later date

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 44.57
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\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

**OVERTIME PAY**

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

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

**HOLIDAY**

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

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

**REGISTERED APPRENTICES**

( 1 ) year terms at the following wages.

	07/01/2023
1st term	\$ 17.49
2nd term	22.48
3rd term	27.48
4th term	32.47
5th term	39.96

Supplemental Benefits per hour:

1st term	\$ 15.69*
2nd term	20.14*
3rd term	24.57*
4th term	29.03*
5th term	35.67*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

11-373 SF

**Roofer** **02/01/2024**

**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**  
 Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per Hour:	07/01/2023	05/01/2024
		Additional
Roofer/Waterproofer	\$ 46.50	\$2.50
	+ \$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: \$ 31.37

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

( 1 ) year term apprentices indentured prior to 01/01/2023

1st	2nd	3rd	4th
\$ 16.28	\$ 23.25	\$ 27.90	\$ 34.88
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 4.03	\$ 15.85	\$ 18.95	\$ 23.61

\* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

1st	2nd	3rd	4th	5th
\$ 17.67	\$ 20.93	\$ 23.25	\$ 27.90	\$ 34.88
	+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26

Supplements:

1st	2nd	3rd	4th	5th
\$ 7.61	\$ 14.29	\$ 15.85	\$ 18.95	\$ 23.61

\* This portion is not subjected to overtime premiums.

9-8R

**Sheetmetal Worker**

**02/01/2024**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

SheetMetal Worker 07/01/2023  
 \$ 47.00  
 + 3.60\*

\*This portion is not subject to overtime premiums.

**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 \$ 45.62

**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
\$ 17.50	\$ 19.67	\$ 21.87	\$ 24.05	\$ 26.24	\$ 28.44	\$ 31.10	\$ 33.75
+ 1.44*	+ 1.62*	+ 1.80*	+ 1.98*	+ 2.16*	+ 2.34*	+ 2.52*	+ 2.70*

\*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.53
2nd term	21.99
3rd term	24.42

4th term	26.88
5th term	29.32
6th term	31.75
7th term	33.72
8th term	35.71

**Sprinkler Fitter** **02/01/2024**

**JOB DESCRIPTION** Sprinkler Fitter **DISTRICT 1**

**ENTIRE COUNTIES**  
 Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**  
 Per hour 07/01/2023

Sprinkler Fitter \$ 50.86

**SUPPLEMENTAL BENEFITS**  
 Per hour

Journeyman \$ 30.19

**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
\$ 24.77	\$ 27.53	\$ 30.03	\$ 32.78	\$ 35.53	\$ 38.29	\$ 41.04	\$ 43.79	\$ 46.54	\$ 49.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57 1-669.2

**Teamster - Building / Heavy&Highway** **02/01/2024**

**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) 07/01/2023

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:**

- 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.
- 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.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**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

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**Teamster - Delivery - Building / Heavy&Highway**

**02/01/2024**

**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: 07/01/2023

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

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**Welder**

**02/01/2024**

**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, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2023

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 where WCB is listed as the "Agency", please call 1-866-546-9322**



**NYS DOL Bureau of Public Work Debarment List 02/09/2024**

**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	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
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 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	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	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
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	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		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	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	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

**NYSDOL Bureau of Public Work Debarment List 02/09/2024**

**Article 8**

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
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
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	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
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	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
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		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.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

**NYS DOL Bureau of Public Work Debarment List 02/09/2024**

**Article 8**

DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
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		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
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

**NYS DOL Bureau of Public Work Debarment List 02/09/2024**

**Article 8**

DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
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	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024

**NYSDOL Bureau of Public Work Debarment List 02/09/2024**

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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
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 CONSTRUCTION, 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	****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 BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
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	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024

**NYS DOL Bureau of Public Work Debarment List 02/09/2024**

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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
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	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
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	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
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		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



**NYSDOL Bureau of Public Work Debarment List 02/09/2024**

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DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST 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	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
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		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

# FEDERAL WAGE RATES

"General Decision Number: NY20240001 01/05/2024

Superseded General Decision Number: NY20230001

State: New York

Construction Type: Heavy Dredging

Counties: New York Statewide.  
STATEWIDE

New York

All dredging, except self-propelled hopper dredges, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/05/2024

ENGI0025-001 10/01/2023

STATEWIDE

	Rates	Fringes
Dredging:		
CLASS A1.....	\$ 45.26	15.17+a+b
CLASS A2.....	\$ 40.33	14.82+a+b
CLASS B1.....	\$ 39.14	14.74+a+b
CLASS B2.....	\$ 36.84	14.58+a+b
CLASS C1.....	\$ 35.83	14.26+a+b
CLASS C2.....	\$ 34.68	14.18+a+b
CLASS D.....	\$ 28.81	13.77+a+b

CLASSIFICATIONS:

- CLASS A1: Deck Captain; Mechanical Dredge Operator, Leverman, Licensed Tug Operator over 1000 HP.
- CLASS A2: Crane Operator (360 swing).
- CLASS B1: Derrick Operator (180 swing), Spider/Spill Barge Operator, Engineer, Electrician, Chief Welder, Chief Mate, Fill Placer, Operator II, Maintenance Engineer, Licensed Boat Operator, Licensed Crew Boat Operator.
- CLASS B2: Certified Welder.
- CLASS C1: Mate, Drag Barge Operator, Assistant Fill Placer, Welder, Steward.
- CLASS C2: Boat Operator.
- CLASS D: Oiler, Deckhand, Shoreman, Rodman, Scowman, Cook, Messman, Porter/Janitor.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCO License/Certification) \$1.80 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) \$1.80; Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator \$1.30; Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) \$1.80 Oiler (QMED and Tankerman endorsement (USCG) \$1.80; All classifications (Tankerman endorsement only) USCG \$1.55; Deckhand or Mate (AB with Lifeboatman endorsement (USCG) \$1.80; All classifications (lifeboatman endorsement only (USCG) \$1.55; Welder (ABS certification) \$1.55

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day
- b. VACATION: Eight percent (8%) of the straight time rate, multiplied by the total hours worked.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: NY20240007 02/09/2024

Superseded General Decision Number: NY20230007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on</li></ul>



that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/09/2024

ASBE0040-003 05/01/2023

SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems.....	\$ 38.40	24.42
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 39.68	25.64

ASBE0091-002 05/29/2023

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		

Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....	\$ 44.97	47.35
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 44.97	47.35

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BOIL0005-001 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 65.88	48.47+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0005-001 06/01/2022

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION) DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 43.94	35.94
ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 44.79	36.50

BRICKLAYER (HEAVY CONSTRUCTION)  
DUTCHESS, ORANGE

(Excluding the town of  
Tuxedo) and ULSTER COUNTIES  
Bricklayers, Cement  
Masons, Plasterers, Stone  
Masons.....\$ 44.44 35.94

ORANGE COUNTY (Town of  
Tuxedo)  
Bricklayers, Cement  
Masons, Plasterers, Stone  
Masons.....\$ 45.29 36.50

BRICKLAYER (HIGHWAY  
CONSTRUCTION)  
DUTCHESS, ORANGE  
(Excluding the town of  
Tuxedo), SULLIVAN and  
ULSTER COUNTIES  
Bricklayers, Cement  
Masons, Plasterers, Stone  
Masons.....\$ 44.44 35.94

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CARP0279-005 07/01/2021

Rates Fringes

Carpenters:  
BUILDING CONSTRUCTION  
Carpenters, Millwrights,  
Pile Drivers.....\$ 39.04 28.38  
HEAVY & HIGHWAY  
CONSTRUCTION  
Carpenters, Millwrights,  
Pile Drivers.....\$ 39.04 28.38

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\* CARP0740-002 07/01/2023

DUTCHESS AND ORANGE COUNTIES

Rates Fringes

MILLWRIGHT.....\$ 46.00 42.66

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\* CARP1556-005 07/01/2023

DUTCHESS AND ORANGE COUNTIES

Rates Fringes

Diver Tender.....\$ 53.57 55.31  
Diver.....\$ 74.03 55.31  
Dock Builder & Piledrivermen.....\$ 59.16 55.31

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ELEC0363-001 04/01/2023

	Rates	Fringes
ELECTRICIAN		
DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....	\$ 45.50	3%+37.67+a
ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES.....	\$ 49.50	3%+37.67+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

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ELEC1249-002 05/01/2023

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 30.36	7%+35.40
Groundman (Digging Machine Operator).....	\$ 45.54	7%+35.40
Groundman (Truck Driver)....	\$ 40.48	7%+35.40
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 43.01	7%+35.40
Lineman and Technician.....	\$ 50.60	7%+38.40
Mechanic.....	\$ 40.48	7%+35.40

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 34.44	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Groundman Truck driver.....	\$ 45.92	7%+35.40
Lineman and Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40
Substation:		
Cable Splicer.....	\$ 63.14	7%+38.40
Flagman.....	\$ 34.44	7%+35.40
Ground man truck driver....	\$ 45.92	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Lineman & Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any		

other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation

Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.23	7%+35.40
Groundman Digging Machine Operator.....	\$ 52.85	7%+35.40
Groundman Truck Driver (tractor-trailer unit)....	\$ 49.91	7%+35.40
Groundman Truck Driver.....	\$ 46.98	7%+35.40
Lineman & Technician.....	\$ 58.72	7%+38.40
Mechanic.....	\$ 46.98	7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

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 ELEC1249-005 05/01/2023

SULLIVAN COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)		
Flagman.....	\$ 29.59	7%+35.40
Groundman (Digging Machine Operator).....	\$ 44.39	7%+35.40
Groundman (Truck Driver)....	\$ 39.46	7%+35.40
Groundman Truck Driver (tractor trailer unit).....	\$ 41.92	7%+35.40

Lineman & Technician.....	\$ 49.32	7%+38.40
Mechanic.....	\$ 39.46	7%+35.40

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

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 ELEC1249-008 01/01/2022

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 36.28	3%+5.14
Groundman.....	\$ 18.25	3%+5.14
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 34.43	3%+5.14
Tree Trimmer.....	\$ 28.25	3%+10.23

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

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 ELEV0138-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 67.35	37.335+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.  
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1A.....	\$ 53.95	28.52+a
GROUP 1B.....	\$ 49.68	28.52+a
GROUP 2A.....	\$ 52.03	28.52+a
GROUP 3A.....	\$ 50.11	28.52+a
GROUP 3B.....	\$ 47.67	28.52+a
GROUP 4A.....	\$ 49.60	28.52+a
GROUP 4B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

NOTES: Hazmat: 20% above regular rate  
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day  
Thanksgiving Day, Christmas Day, plus Lincoln's Birthday,  
Washington's Birthday, Good Friday, Columbus Day, November  
Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist;  
crane & hoist engineer-steel (concrete, material, super  
structure sub- structure); derrick (stone-steel); elevator  
& cage; hoist- single/double or triple drum; hoist-portable  
mobile unit; hoist engineer-concert (crane-derrick-mine  
hoist); hoist engineer- material; overhead crane; power  
house plant; telephies (cableway); whirly; maintenance  
engineer; Lull hilift or similar; hydraulic crane 25 ton  
and over; cherry picker 25 tons and over; backhoe Oliver  
88; fordson; dynahoe; dual purpose and similar machines;



Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader;

pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

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 ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

	Rates	Fringes
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane, (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and

similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting

unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - 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 (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds) .50  
 Shoal Operators (over 4 cu yd) 1.00  
 Hazmat premium over regular rate 20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate  
 149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

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 ENGI0158-006 07/01/2022

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 47.81	30.74
1.....	\$ 49.06	30.74

2.....	\$ 50.06	30.74
GROUP A.....	\$ 47.32	30.74
GROUP B.....	\$ 46.30	30.74
GROUP C.....	\$ 43.40	30.74

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlyies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), 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 truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (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, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, 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, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

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 ENGI0158-018 07/01/2022

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

	Rates	Fringes
Power Equipment Operator		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 49.42	29.55
GROUP 2.....	\$ 48.51	29.55
GROUP 3.....	\$ 45.94	29.55
GROUP 4.....	\$ 53.42	29.55
GROUP 5.....	\$ 52.42	29.55
GROUP 6.....	\$ 51.42	29.55
GROUP 7.....	\$ 51.03	29.55

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , 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 Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or

Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, 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, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: 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, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, 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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

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ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING, HEAVY & HIGHWAY		
GROUP 1.....	\$ 50.57	30.30
GROUP 2.....	\$ 48.98	30.30
GROUP 3.....	\$ 47.07	30.30
GROUP 4.....	\$ 45.44	30.30
GROUP 5.....	\$ 43.73	30.30
GROUP 6.....	\$ 52.39	30.30

NOTES:

Hazmat Premium	20%
Hydrographic Premium	.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type);  
 utograde-Pavement-Profiler (CMI and Similar  
 Types);Autograde Slipform Paver (CMI and Similar Types);  
 Backhoe; Central Power Plants (all types); Concrete Paving  
 Machine (s-240 and Similar Types); Cranes (All Types,  
 Including Overhead and Straddle Traveling Type); Cranes,  
 Gantry; Derricks (Land, Floating or Chicago Boom Type);  
 Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill;  
 Self-Propelled, Hydraulic Drill, Self-Powered Drill  
 Draglines, Elevator Graders, Front End Loaders (5 yds. and  
 over), Gradalls, Grader: Rago, Helicopters (Copilot),  
 Helicopters, (Communication Engineer), Locomotive (large),  
 Mucking Machines, Pavement and Concrete Breaker  
 (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile  
 Driver (length of boom including length of leads shall  
 determine premium rate applicable), Roadway Surface Grinder  
 Scooper (loader and shovel), Shovels, Tree Chooper with  
 Boom, Trench Machines, Tunnel Boring Machines.



GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "outside material lower hoist"; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors

(power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

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 ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK		
ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILOSTATIC MAINLINES AND		
TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms

Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: ""A"" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

NOTES: Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Compressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All ""Dual Purpose"" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NØTES:

Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End

Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Multiple Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

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IRON0417-001 07/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 42.38	50.95+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

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\* LAB00017-002 06/01/2019

	Rates	Fringes
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LABORER

DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)		
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
ORANGE AND ULSTER COUNTIES (BUILDING CONSTRUCTION:)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15
ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 33.15	27.15+a
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
GROUP 4.....	\$ 46.75	27.15+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1.....	\$ 48.05	29.50+a

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow

removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind durface planner, wagon drill, welding; \* asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

#### BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

#### LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and



distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers

jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier,

sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy duty crawler master type HCMZ any drill using 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tigger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

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LAB00235-003 05/01/2016

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
BUILDING CONSTRUCTION		
GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25

GROUP 3.....\$ 33.30 26.25

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

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LAB00235-005 05/01/2023

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 36.45	27.80+a
GROUP 2.....	\$ 42.80	27.80+a
GROUP 3.....	\$ 43.90	27.80+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good Friday, Washington's Birthday, November Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and Veteran's Day.

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PAIN0009-004 05/01/2023

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 47.95	52.77

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PAIN0155-003 05/01/2021

	Rates	Fringes
Painters:		
Drywall Finishers.....	\$ 35.94	24.66
Lead Abatement Work.....	\$ 35.94	24.66
Painter/Paperhanger.....	\$ 35.94	24.66
Spray Rate.....	\$ 36.94	24.66

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PAIN0806-008 10/01/2023

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
PAINTER		
Structural steel and Bridge.	\$ 56.00	54.33

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PLUM0021-005 05/01/2023

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 57.08	42.38

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PLUM0373-002 05/01/2023

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury,

Woodbury Station, Central Valley, and the Palisades Interstate  
Park and Bear Mountain Park

	Rates	Fringes
Plumber; Steamfitter.....	\$ 49.95	44.57
REFRIGERATION MECHANIC.....	\$ 38.59	36.07

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PLUM0373-003 05/01/2023

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh,  
Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel,  
Cochecton, Delaware, Freemont, Callicoon, Liberty, Monticello,  
Neversink and Rockland); ORANGE COUNTY (Remaining Townships)  
and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill,  
Marlboro and Ellenville up to Napanoch Prison)

	Rates	Fringes
Plumber; Steamfitter.....	\$ 49.95	44.57

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ROOF0008-002 05/01/2023

	Rates	Fringes
ROOFER.....	\$ 46.50	38.37

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SFNY0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 50.86	30.19

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SHEE0038-001 07/01/2023

	Rates	Fringes
Sheet metal worker.....	\$ 50.60	45.62

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TEAM0445-001 05/01/2023

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.58	44.59+a
GROUP 1A.....	\$ 35.72	44.59+a
GROUP 2.....	\$ 34.02	44.59+a
GROUP 3.....	\$ 33.80	44.59+a

GROUP 4.....	\$ 33.69	44.59+a
GROUP 5.....	\$ 33.57	44.59+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on 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.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination



- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

# BID FORM FOR GENERAL CONSTRUCTION CONTRACT (GC-1)

## TOWN OF NEWBURGH RECREATION CENTER

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Newburgh, 1496 Route 300, Newburgh, NY 12550**
- 1.02 **This Project will be undertaken through a Project Labor Agreement (PLA).** The PLA can be found herein, and is included as part of the Contract Documents as **Attachment A.**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Required Bidder Qualification Statement with supporting data (Instructions to Bidders – Article 3).
  - C. Affidavit of Compliance with New York State Anti-Sexual Harassment Laws;
  - D. Wicks Law Form.

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Refer to Article 7 for Description of Bid Items.
- 3.02 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.03:
    - 1. Lump Sum Price (Single Lump Sum)

Item No.	Description	Bid Amount
LS-1	General Conditions	\$
LS-2	Site Work	\$
LS-3	General Building Construction	\$

LS-4	General Mechanical Construction including Labor and Materials for heating and ventilation throughout, and the Air conditioning in the office and ancillary spaces.	\$
LS-5	General Plumbing Construction	\$
LS-6	General Electrical Construction	\$
Total of All Lump Sum Price Bid Items		\$

B. Contingency Items – These items will only be paid to the Contractor if approved by the Engineer and Owner, however, they will be used in the comparison of bids.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
C-1	Rock Excavation	CY	200	\$	\$
C-2	Subbase	CY	200	\$	\$
C-3	Select Backfill	CY	50	\$	\$
C-4	Crushed Stone	CY	50	\$	\$
C-5	Controlled Density Fill	CY	20	\$	\$
Total of All Unit Price Bid Items					\$

C. Allowance - All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Allowance A-1	<b>\$75,000.00</b>
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3.03 *Alternate Bid*

A. Bidder will perform the following Work at the indicated alternate unit prices:

Item No.	Description	Unit	Bid Amount
ALT-1A	Reinforce concrete slab-on-grade to support AC units. Include all labor, material, finishing, excavation, restoration, etc complete, as per plans and specifications.	LS	\$
ALT-1B	Over head protection shield (roof) for protection of the AC equipment, as per details on plans and specifications.	LS	\$

ALT-1C	Additional framing and modification to the metal building to accommodate AC ductwork.	LS	\$
ALT-1D	Labor and Materials for the installation of air conditioning in the high bay gymnasium space	LS	\$
ALT-1E	Labor and Materials for the electrical work related to the installation of air conditioning in the high bay gymnasium space	LS	\$
ALT-2	Building perimeter stone veneer, labor, materials, complete, as per details on plans and specifications.	LS	\$
ALT-3 Deduct	Deduct for replacing the basketball courts 1 and 2 hardwood floor with synthetic floor Per Sheet A-702 and specification.	LS	\$
ALT – 4 Deduct	Deduct for removing all window in the high bay gymnasium space.	LS	\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. The Town reserves the right to award the total base bid or the base bid with the alternate bid(s), whichever is in the Town’s best interest.

3.04 *Total Base Bid Price (Lump Sum, Unit Price, Contingency and Allowance)*

Total Base Bid Price (Total of all Lump Sum, Contingency and Allowance) <b>Do not</b> include Alternate bids here.	\$
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3.05 *Total Bid Plus Alternates (To be selected by Owner)*

The total bid to be awarded by the Owner will, at the Owner’s discretion, may include 1 or more of the Alternates as described above. The Alternates will be considered in the order by which they are presented. If an alternate is not selected, no subsequent alternate will be selected. If the Owner selects 1 or more alternates, the low bidder will be determined by the cumulative of the Base bid plus, or minus in the case of a deduct, the selected Alternates.

**ARTICLE 4—TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Agreement Between Owner and Contractor on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 7—DESCRIPTION OF BID ITEMS

### 7.01 *LS-1– General Conditions*

- A. Including, but not limited to, submittals, temporary facilities, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, maintenance and protection of traffic needed to protect the public from damage to person and property within the limits of and the duration of the contract, Erosion and Sediment Control, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.

### 7.02 *LS-2 – Site Work*

- A. Including, but not limited to, ADA accessible concrete sidewalk, sub-base, compaction, grading, seeding, disposal of unsuitable material, site restoration, on-lot sewage disposal system, waterline extension, as depicted in the plans and specifications, complete

### 7.03 *LS-3 – General Building Construction*

- A. Including all labor and material for general building construction including all materials, finishes, equipment, furnishings, in place, complete.

### 7.04 *LS-4- General Mechanical Construction*

- A. Including, but not limited to, to labor and materials for all heat and ventilation equipment and components for the gymnasium space, and heat, ventilation and air conditioning for the office and ancillary spaces (Need more information here) submittals, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.

### 7.05 *LS-5 – General Plumbing Construction*

- A. A. Including, but not limited to, submittals, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, demolition of any existing plumbing fixtures, piping, components and devices. Installation of new plumbing fixtures, sanitary, vent, CW, HW, and HWR and all associated piping, hangers, equipment. Fire sprinkler system, connections to municipal water supply, testing, supports, completion of work in accordance with the plans, details and specification in place, complete.

### 7.06 *LS-6 – General Electrical Construction*

- A. Including, but not limited to, submittals, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.



- 7.07 *C-1 Rock Excavation*
- A. Including permits, excavation, disposal, select fill backfill material, compaction, testing, complete. Including:
- |                   |                         |
|-------------------|-------------------------|
| Minimum bid price | \$100.00 per cubic yard |
| Maximum bid price | \$200.00 per cubic yard |
- 7.08 *C-2 Subbase*
- A. Additional subbase material NYSDOT Item 4, including excavation, disposal, placement, compaction, testing, as directed by the Owner/Engineer, in place, complete.
- 7.09 *C-3 Select Backfill*
- A. Additional Backfill material per specifications, including excavation, disposal, placement, compaction, testing, as directed by Owner/Engineer, in place, complete.
- 7.10 *C-4 - Crushed Stone*
- A. Furnish, place and compact additional crushed stone material as directed by the Owner/Engineer, in place, complete.
- 7.11 *A-1 – Allowance*
- A. For use as directed by the Owner for unforeseen conditions related to the work.
- 7.12 *ALT-1– Air Conditioning*
- A. Furnish and install reinforced concrete slab-on-grade for support of the AC equipment. Slab shall be of overall dimensions, location, and details as shown on Sheet S-101.
- B. Furnish and install the material and labor to construct the roof overbuild for the AC equipment as shown on plan sheets S-105 & A-901.
- C. Furnish and install the material and labor to the building framing
- D. Furnish and install air conditioning components for the gymnasium space including but not limited to AC RTU's, ductwork, diffusers, louvers, hangers, and all components required for a complete and operational AC system as depicted on plan Sheet M-101 And the specifications. (Electrical connections will be performed by the electrical contractor, Concrete slab and overhead protective shield will be provided by the GC).
- E. Labor and materials for the electrical work related to the installation of air conditioning in the high bay gymnasium space
- 7.13 *ALT-2-Stone Veneer*
- A. Install stone veneer to the lower 48" of the building as shown on plan sheets A-201.
- 7.14 ALT-3 Deduct – Installation rubber flooring in all areas where hardwood flooring is called for in the high bay gymnasium space. This is the area of two (2) basketball courts.
- 7.15 ALT-4 Deduct – Removal of all windows from the project in the high bay gymnasium space.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Town of Newburgh</b> Address <i>(principal place of business)</i> : <b>1496 Route 300</b> <b>Newburgh, NY 12550</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Newburgh Recreation Center Project</b>  Bid Due Date:
<b>Bond</b> 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.

**AFFIDAVIT OF COMPLIANCE WITH  
NEW YORK STATE ANTI-SEXUAL HARASSMENT LAWS**

State of NEW YORK)

) SS. :  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the (Town, Village, City) of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, an officer of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees, and made with the full knowledge that \_\_\_\_\_, as Owner relies upon the truth of the statements herein. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. I further agree and attest that I will also comply with the provisions of the Owner's Anti-Sexual Harassment Policy (as applicable, if attached herein this document in the Instructions to Bidders)

\_\_\_\_\_  
(Name of Contractor)

Subscribed and sworn to

\_\_\_\_\_  
(Also type or print name and title of  
affiant under signature)-+

before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

**WICKS LAW FORM**

**Pursuant to the 2008 Wicks Law Reforms, each Bidder must submit this form in a sealed envelope with their bid complete the following Subcontractor Identification Form:**

The sealed envelope submitted by the "low bidder" shall be opened and read aloud as part of the bid opening procedure. The sealed envelopes submitted by other than the "low bidder" will be returned to the respective bidders unopened after award of the contract by the Owner.

<b>TRADE</b>	<b>SUB-CONTRACTOR NAME</b>	<b>AMOUNT TO BE PAID TO SUB-CONTRACTOR</b>
<b>PLUMBING</b>		
<b>HEATING, VENTILATION AND AIR CONDITIONING</b>		
<b>ELECTRICAL</b>		

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		



**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

**ARTICLE 5—FINANCIAL**

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:		As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule A—Current Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					



**Schedule C—Key Individuals**

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

# NOTICE OF AWARD

Date of Issuance:

Owner: **Town of Newburgh**

Owner's Project No.:

Engineer: **MHE Engineering, D.P.C.**

Engineer's Project No.: **21-135**

Project: **Newburgh Recreation Center Project**

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Contract Price of the awarded Contract is **[\$[Contract Price]]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the Contract for Construction of Small Projects – Article 6.

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

Owner: **Town of Newburgh**

By *(signature)*:

Name *(printed)*:

Title:

Copy: Engineer

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Town of Newburgh** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: General Construction of a +/- 37,000 SF recreation center located at Chadwick Lake Park, Route 300, Newburgh NY.

## ARTICLE 2 - THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

## ARTICLE 3 - ENGINEER & CONSTRUCTION MANAGER

3.01 The Owner has retained MHE Engineering, D.P.C. ("Engineer") to act as owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the contract.

3.02 The Owner has retained Holt Construction to act as Clerk of the Works (Construction Manager), to assume all duties and responsibilities, and have the rights and authority assigned to Construction Manager in the Contract.

## ARTICLE 4 - CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **480 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **510 days** after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$600** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 5 - CONTRACT PRICE**

#### 5.01 *Payment*

- A. Owner shall pay Contractor in accordance with Article 3-Basis of Bid, C-410 and the Contract for Work completed.
- B. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

### **ARTICLE 6 - PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th day** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### **ARTICLE 7 - CONTRACT DOCUMENTS**

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.
  8. Addenda (numbers **[number]** to **[number]**, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. **[list exhibits]**
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Engineer shall not be in any way responsible for any liability for claims, lawsuits, expenses or damages arising from, or in any manner related to the exposure to, or the handling or disposal of any asbestos or asbestos products or waste.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, as shown in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Town of Newburgh</b> Mailing address <i>(principal place of business)</i> : <b>1496 Route 300</b> <b>Newburgh, NY 12550</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Newburgh Recreation Center Project</b> Contract Price: Effective Date of Contract:
<b>Bond</b> 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 18	
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.	
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: _____
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.	

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: **None**

## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Town of Newburgh</b> Mailing address <i>(principal place of business)</i> : <b>1496 Route 300</b> <b>Newburgh, NY 12550</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Newburgh Recreation Center Project</b>  Contract Price: Effective Date of Contract:
<b>Bond</b> 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: _____ <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) 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: **None**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the



- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice 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.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *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, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—If included, the part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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 a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire 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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, 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 exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the 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 is not intended to and 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 Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. 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 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that 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 Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions, if included, expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor one printed copy of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for 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;
  - 2. a preliminary Schedule of Submittals; 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.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, 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 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment schedules shall be submitted for review in accordance with Paragraph 2.03.A. No progress payment will 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 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 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 the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  - 1. *Basic Requirements*
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information

contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
  - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
  - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
  - e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  - f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.
2. *System Infrastructure for Electronic Document Exchange*
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
  - b. The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **20 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - c. Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
  - d. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure



and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

- e. Each party will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- f. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- g. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- h. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- i. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

*C. Software Requirements for Electronic Document Exchange; Limitations*

- a. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
- b. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

- c. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
  - d. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.
- D. *Requests by Contractor for Electronic Documents in Other Formats*
- a. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
  - b. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
    - c. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
    - d. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
    - e. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
    - f. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that

subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

- g. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at **\$150** per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 Intent**

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

#### **3.02 Reference Standards**

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard

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specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer 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 part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. 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 had actual knowledge thereof.
4. In case of conflict or inconsistency between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
5. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk. Notwithstanding the foregoing, to the extent the contractor failed to bring to the engineer's attention in writing such ambiguities or inconsistencies at least seven days prior to the opening of the bid as set forth in the bid invitation, all claims for

damages relating to such inconsistencies or ambiguities shall be deemed irrevocably waived.

6. *Plans And Specifications* - The CONTRACTOR shall keep at the site of the WORK one copy of the PLANS and SPECIFICATIONS and shall at all times give the ENGINEER and other representatives of the OWNER access thereto

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.
- D. The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS. The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS and shall have the same force and effect as any other Contract Documents. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.
- E. In case the Contractor finds the Specifications or Contract Drawings are not sufficiently clear or complete, he shall request the Engineer to provide such Supplementary Drawings and

Specifications and the Engineer will provide such additional information as may be necessary. Such request shall be made in writing at least two (2) weeks prior to the time such Drawings or Specifications are to be needed or the work to be performed, and no delay caused by the tardiness of the Engineer in supplying such information shall be considered as neglect or default on his part unless written request as noted shall have been so made.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
1. 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 its consultants, including electronic media versions, or reuse any 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 adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence 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 Contract.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *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.

The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in the case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

**ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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.



- 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 permanent improvements are to be made 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.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Contract Documents identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

- E. The following table lists the reports of explorations and tests of existing known conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Geotechnical Investigation Report	12-21-23	Geotechnical

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  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 7.15), notify Owner, Engineer and Construction Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
  - 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 Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Contract Documents, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then 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 7.15), notify Owner, Engineer and Construction Manager in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. 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 Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Contract Documents identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.
4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
NONE		

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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;
  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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner, Engineer and Construction Manager (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer and Construction Manager concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer and Construction Manager, Owner shall take such actions as are necessary to permit Owner to timely obtain

required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, 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 the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to



indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract.
  - 1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
  - 2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).
- B. Contractor shall also furnish such other bonds (if any) as are required by other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions, if attached.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the other parts of this contract, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
  - 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in other parts of this Contract.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor

to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in other parts of this Contract as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of this Contract.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is 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; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions, if attached;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.
- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **Construction Manager**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers'

compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

- 1) Statutory Coverage for the States in which the Contractors operates for all employees including those statutorily exempt - i.e. - Sole Proprietors, Partners, Limited Liability Members or Executive Officers.

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO

endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

Automobile Liability herein:

Combined Single Limit of: \$ 1,000,000

- 1) If scope of work includes Hauling/Transporting Hazardous Materials, any Business Auto Liability policy covering vehicles not licensed by the New York State Department of Motor Vehicles must be endorsed with an MCS 90

Endorsement and ISO Form CA9948 (Pollution Liability Broadened Coverage for Business Automobile).

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability:

Per Occurrence	\$ <u>5,000,000</u>
General Aggregate	\$ <u>5,000,000</u>

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$5,000,000** after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability:

Each Occurrence	\$ <u>2,000,000</u>
General Aggregate*	
* Aggregate to apply on a Per Project Basis	\$ <u>2,000,000</u>

- N. *Other Required Insurance:* **None**

6.04 *Builder’s Risk and Other Property Insurance*

- A. *Builder’s Risk:* Unless otherwise provided in the Supplementary Conditions, if attached, Contractor shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the Work’s full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions, if attached or required by Laws and Regulations). The specific requirements applicable to the builder’s risk insurance are set forth in the Supplementary Conditions, if attached.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a

replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Contract Document), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, 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 Engineer, its consultants, all individuals or entities identified as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent



structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Contractor’s Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.
- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.
- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, 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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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.
- C. All materials and equipment must 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.
- D. All materials, supplies and equipment which are to be incorporated into the WORK shall not be purchased by the CONTRACTOR or SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- E. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

#### 7.05 *“Or Equals”*

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer/Construction Manager for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether 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 other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
  - e. The CONTRACTOR warrants that if substitutes are accepted, no major changes in the function or general design of the PROJECT will result. Incidental changes or addition of extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME. For substitutions, the OWNER may require that the CONTRACTOR reimburse the OWNER for engineering review costs associated with the review of the proposed substitution.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer/Construction Manager approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, 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 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.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *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.
- B. The OWNER is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials and equipment supplied to the OWNER pursuant to this CONTRACT. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by, leased by or to the CONTRACTOR or a SUBCONTRACTOR or the purchase by SUBCONTRACTORS of materials to be sold hereunder which will also be a purchase or procurement for resale to the CONTRACTOR (either directly or through other subcontractors) and therefore not subject to the aforesaid sales or compensating use taxes, provided that the subcontract agreements provided for the resale of such materials prior to and separate and apart from the incorporation of such materials into the permanent construction and that such subcontract agreements are in a form similar to this contract with respect to the separation of the sale of materials from the work and labor to be provided.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, 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 such Work or other



action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer 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).

- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions, if attached, or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

#### 7.15 *Emergencies*

- A. In 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 damage, injury, or loss. Contractor shall give Engineer and Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

## 7.16 Submittals

### A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
4. Portions of the WORK requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been reviewed and returned by the ENGINEER.

### B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

#### 1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must 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 7.16.C.

#### 2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.

- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, 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.

*C. Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.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. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

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.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
    - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
    - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
    - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
    - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. *Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.*

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
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 review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused 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.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 7.18.A will 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.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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 such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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 so 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

### **8.02 *Coordination***

- A. If Owner intends to contract with others aside from the multiple Prime Contractors of this Contract, for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners



perform work at or adjacent to the Site, the following will be provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  2. An itemization of the specific matters to be covered by such authority and responsibility; and
  3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, if attached, Owner shall have sole authority and responsibility for such coordination.

### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's

failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

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

### **9.04 *Pay When Due***

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *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.

10.02 *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 10.07. 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.

10.03 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.04 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.06 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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, will 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.07 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

**ARTICLE 11—CHANGES TO THE CONTRACT**

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in 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;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments

resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
- C. The CONTRACTOR agrees that all extra work shall only be performed pursuant to a valid written CHANGE ORDER and that no oral changes in the CONTRACTOR'S scope of work shall be valid or binding upon the OWNER; and that no oral waiver of the conditions and requirements set forth shall be deemed made by the OWNER or claimed by the CONTRACTOR.
- D. No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner.

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.
- C. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within seven (7) days (or such additional time as may be agreed to in writing by the OWNER or Engineer). The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner. No claim for a change in Contract Price and/or time will be considered unless written notice shall be so immediately made and documents submitted within the aforementioned time period.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
  - 4. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by survey data, certified by a Licensed Surveyor in the State of New York, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in the handling of more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer



concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

**B. *Change Proposal Procedures***

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
  4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals***: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of

such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety 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), 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.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

**ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the

locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. 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.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

**D. Contractor's Fee**

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years

after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 13.02 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 and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash 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, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

#### 13.03 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.
- B. 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, Construction Manager, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer and Construction Manager timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- 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 and Construction Manager the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;



2. to attain Owner's, Engineer's and Construction Manager's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner, Engineer and Construction Manager.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer and Construction Manager or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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 and Construction Manager, Contractor shall, if requested by Engineer and Construction Manager, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer and Construction Manager timely notice of Contractor's intention to cover the same and Engineer and Construction Manager had not acted with reasonable promptness in response to such notice.
- G. Observations, reviews, tests or acceptance by the Engineer and Construction Manager or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer and Construction Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner, Engineer or Construction Manager has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, at contractor's expense, whether or not fabricated, installed, or completed, or, if Engineer or Construction Manager has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the

costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's and Construction Manager's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer and Construction Manager as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer and Construction Manager have the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer and Construction Manager, then Contractor shall, if requested by Engineer or Construction Manager, uncover such Work for Engineer's or Construction Manager's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer or Construction Manager considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's or Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer or Construction Manager may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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 will not give rise 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.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer or Construction Manager to correct defective Work, or to remove and replace defective Work as required by Engineer or Construction Manager, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or 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, 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, Construction Manager 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 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 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Construction Manager. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 10 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and 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.

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and 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:
  - a. 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; or
- b. 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:
- a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. 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 stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

- 1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

*E. Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. 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; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, 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 therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy 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, subject to the following conditions:
  1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. 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 15.03 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.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *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, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.



2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not

limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed elsewhere in the Contract Documents or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.
- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. 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. 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; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3)

Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 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 16.03.

- B. 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 finally determined to be due, Contractor may, 7 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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# SUPPLEMENTARY CONDITIONS, PART 1 OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## Article 1 - DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

## Article 2 - PRELIMINARY MATTERS

SC-2.01 Add the following new paragraphs immediately following Paragraph 2.01C:

**2.01 D. LEGAL ADDRESS OF CONTRACTOR.** The address given in the Proposal upon which this contract is based is hereby designated as the legal address where all notices, letters and other communications to the Contractor shall be mailed or delivered prior to the beginning of the WORK. Transmittal in post paid wrapper, directed to the above-named place, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Owner by certified mail (return-receipt). Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

**2.01 E. CONTRACTOR'S TELEPHONE NUMBER.** The telephone number given in the Proposal and Agreement is hereby designated as the legal telephone number whereby the Contractor or his representatives may be contacted. The Contractor shall maintain such telephone in operation during regular working hours such that, as necessary, the Contractor or his representatives may be contacted. In addition, the Contractor shall provide 24-hour emergency phone numbers, with such numbers being available to contact the Contractor at any hour in the case of an emergency situation. The Contractor shall advise the Owner and the Engineer of such emergency numbers by letter at the time of execution of the Agreement.

- SC 2.03           Revise the following Paragraph 2.03A to read as follows:
- Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), General Contractor to develop construction schedule with input provided by all other contractors. Contractor shall submit to Construction Manager and Engineer for review:
- SC-2.04           Add the following new paragraphs immediately following Paragraph 2.04B:
- 2.04 C.** Conference shall be hosted by the Construction Manager.
- SC-2.05           Replace “Engineer” with “Construction Manager and Engineer” throughout section 2.05 in its entirety.
- SC-2.06           Add the following statement to the end of Paragraph 2.06A:
- General Contractor shall provide Project Management software (Procore, Newforma, or equal) and provide proper credentials for other Contractors, Engineer, Owner, Construction Manager, and others as requested by Owner. All project related correspondence, submittals, RFI, Payment applications, Change Orders, Schedule, Plans, Specifications, etc shall be maintained by the Construction Manager through the software.

Article 3 - **CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

- SC-3.03           Replace “Engineer” with “Engineer and Construction Manager” throughout all of 3.03.A

Article 4 - **COMMENCEMENT AND PROGRESS OF THE WORK**

- SC-4.04           Replace “Engineer” with “Engineer and Construction Manager” throughout all of 4.04.
- SC-4.04           Add the following new paragraph immediately following Paragraph 4.04B:
- 4.04 C. MEETINGS.**
1. On-site progress meetings – Construction Manager will direct on-site meetings.
  2. Weekly Owner, Engineer, Construction Manager, and Contractor Meetings- Weekly meetings shall be chaired by the Construction Manager with job meeting minutes created, distributed, and recorded in the Electronic Document Software.

Article 5 - **SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

SC-5.02 Add the following new paragraph immediately following Paragraph 5.02 D:

**5.02 E. TRAVEL NOT TO BE OBSTRUCTED.** Contractor shall not allow travel upon any street, park, roadway or alley to be hindered or inconvenienced needlessly, nor shall the same be wholly obstructed without the written permission of the OWNER, in which case the Contractor shall cause plain and properly worded signs announcing such fact to be placed, with proper barricades, at nearest cross street, upon each side of such obstructed portion, where travel can pass around the same in the shortest and the easiest way. The driveways to and from all fire department buildings and those required by all manufacturing plants, industrial establishments and other business concerns for the proper continuance of their operations shall be kept open and shall be maintained in passable condition at all times. The Contractor shall give reasonable notice to the Owners of all private driveways before interfering with them, and no private drive shall be completely obstructed for a period in excess of twenty-four (24) hours.

SC-5.03 Add the following new paragraph immediately following Paragraph 5.03 E:

**5.03 F. DEWATERING.** It is anticipated that there will be a high incidence of ground water intrusion at structure and trench locations. The Contractor shall provide and maintain, at his own expense, all the necessary equipment, materials and labor to properly dewater all excavations on the project; the cost of all dewatering shall be deemed included in the prices bid in the Proposal.

SC-5.05 Add the following new paragraphs immediately following Paragraph 5.05 F:

**5.05 G. LOCATION OF EXISTING UTILITIES.** The location of known existing utilities as shown on the plans, such as waterlines, storm drains, sewers and utility lines, have been located in an approximate way only, in accordance with the best available information and from field measurements and existing available drawings. The OWNER and/or Engineer do not guarantee the completeness or the correctness of the data. However, the Contractor shall verify these locations, and in no way shall the Contractor hold the OWNER and/or Engineer responsible for utilities which may not be located as shown on or which may have been omitted from the drawings. Prior to the start of work, the Contractor shall verify these locations, and he shall take all necessary precautions to protect the utilities and services and mains and any damage to them shall be repaired utilities, Contractor shall verify and/or determine location and elevation of same, prior to the beginning of construction. It should be noted that house connections for water, sewer and gas lines have not been shown on the plans, therefore, the Contractor should take every precaution to contact the applicable utility owners to verify and/or to determine locations of same.

**5.05 H. NOTIFICATION OF BROKEN PIPE.** In the case of a gas, water, sewer, drain, conduit or other pipe becoming broken or damaged in the prosecution of the work, the Contractor shall give immediate verbal and written notice to the proper authorities and

utility owners' representatives and shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities and utility owners' representatives shall make the Contractor responsible for any needless loss of water or gas.

**5.05 I. UTILITY POLES AND POSTS WITHIN OR ADJACENT TO THE LINE OF TRENCH.**

Poles or posts of any public service corporation placed within the lines of the WORK, in such manner as to impede the progress of construction or which will lose their support because of being adjacent to the excavation, shall be removed, replaced or satisfactorily supported in accordance with mutually satisfactory arrangements between the Contractor and the said public service corporation or utility involved. The costs, if any, for such arrangements shall be at the Contractor's expense as incorporated into the various contract items with no liability or additional cost to the OWNER.

**5.05 J. SERVICE TO BUILDINGS.** Service to all facilities, buildings, improvements, and structures must be maintained at all times, and the Contractor shall furnish and install and necessary temporary structures, appurtenances and connections required to maintain the service.

**5.05 K. MAINTAINING FLOW.** The Contractor shall maintain, both temporarily and permanently as required, the flow through and from existing pipes, sewers, waterlines, services, drains and water ways as required during construction. All costs of maintaining this flow shall be provided by the Contractor at his own expense, unless otherwise specified, shall be deemed included in the various contract items.

**5.05 L. PROJECT SUBSURFACE SOILS DATA.** Wherever borings or other subsurface information, as obtained by the OWNER, is available for a Bidder's inspection, it is understood that the information has been obtained with reasonable care and recorded in good faith with reasonable interpretations placed on the results in character of materials and conditions to be expected. The Bidder must interpret this information according to his own judgment. Information is made available to the Bidder only in order that the Bidder may have access to the identical information to the OWNER. The OWNER and/or Engineer shall assume no responsibility or liability pertaining to the Bidder's utilization or interpretation of said information.

Article 6 - **BONDS AND INSURANCE**

SC-6.01 Add the following new paragraph immediately following Paragraph 6.01 H:

**6.01 I. DISCHARGE OF CLAIM OF LIENS.** Promptly upon request of the OWNER, the Contractor or his surety on the Contractor's Labor and Material Payment Bond, or both shall, by bonding or otherwise, secure the discharge of any claim of lien or liens, which may be filed against the public improvement to be made by the contract WORK.

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Exhibit C— Supplementary Conditions of the Construction Contract.

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

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SC-6.02 Revise the paragraph 6.02A. to read as follows:

**6.02 A.** Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions. The OWNER, MHE Engineering, D.P.C., the Construction Manager and their authorized subconsultants and agents shall be named as additional insured on all insurance policies.

## Article 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.13 Add the following new sections immediately following Paragraph 7.13 J:

**7.13 K. ACCIDENT PREVENTION, SAFETY AND HEALTH REGULATIONS.** The Contractor shall comply with Department of Labor Safety and Health Regulations for construction promulgated under Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of Contract Work Hours and Safety Standards Act (PL 91-54). Section 4(b) (4) of the Occupational Safety and Health Act of 1970 further states as follows:

"Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment."

The Contractor shall indemnify and save harmless the Owner, Engineer and Construction Manager from any claims for damages resulting from personal injury and/ or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

**7.13 L. BARRICADES, WARNING SIGNS AND LIGHTS.** Barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities, and in accordance with the supplemental suggestions, if any, of the Engineer.

The Engineer, however, will not be responsible for specifying the number, location, type, etc. of any barricades, warnings and lights which shall fully and solely be the Contractor's responsibility.

- a. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, warning lights and danger signs along all roads accessible to the public, as required to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.
- b. In addition, the Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the WORK or visiting, or travelling through or adjacent to, the site.

- c. Contractor shall provide and pay for necessary watchmen, as required to protect Work and materials, and flagmen required to permit the safe operation of pedestrian and vehicular traffic at all times.
- d. Contractor shall not restrict access to any private road or driveway by open trenches or storage of materials or excavated material. The Contractor shall provide and maintain suitable temporary crossings over open ditches at all private roads and driveways.

**7.13 M.** Contractor shall provide all safety related correspondence to Construction Manager.

SC-7.15 Add the following new paragraph immediately following Paragraph 7.15A:

**7.15 B. POWER OF OWNER TO ACT IN AN EMERGENCY.** In case of an emergency, which threatens loss or injury of property, and/or safety of life, the OWNER will be allowed to act, without consent of the Contractor, as he sees fit. The OWNER shall notify the Contractor thereof immediately thereafter.

Any cost to the OWNER shall be paid by the Contractor, if such acts by the OWNER should have been performed by the Contractor, if no emergency had existed which required the OWNER to act. Provisions of this section supersede those which may be conflicting in the Section entitled "Owner's Right to Complete Work".

SC-7.16 **7.16 B** Add to the end of this paragraph, "All submittals shall be processed through the Project Management software. References to number of copies can be disregarded, unless otherwise directed by Engineer or Construction Manager. "

Add the following new paragraph immediately following Paragraph 7.16F:

**7.16 G. OPERATION AND MAINTENANCE MANUALS.** On all projects which include the furnishing and/installation of operating equipment or systems the Contractor shall furnish prior to acceptance testing of equipment and/or systems Operation and Maintenance (O&M) Manuals as follows:

- a. After all start up and testing work has been completed, and the equipment is operating satisfactorily, the manufacturer of the equipment shall prepare and submit three (3) complete hard copies and one (1) electronic copy, original operation and

maintenance (O & M) manuals. Manuals must be furnished at least two (2) weeks prior to the scheduling of instruction of Owner's personnel.

- b. Manuals shall reflect all operation; start up, maintenance and inspection functions, applicable to the specific equipment furnished.
- c. Manuals shall include information regarding any accessories and appurtenances furnished specific to the project, as well as any modifications or adjustments made during erection and start-up.
- d. Manuals shall include complete parts lists, names and telephone numbers for the manufacturer and local representatives for all equipment, and any other pertinent data regarding replacement parts.
- e. Manuals shall be furnished in bound form, in quality three (3) ring binders (or other forms found acceptable by the Owner) with identification on the face and binder as to the equipment for which is applies.

SC-7.20 Add the following new section immediately following Paragraph 7.19G:

**7.20 SURPLUS MATERIAL REMOVED.** All parts of the WORK shall be kept in as neat and orderly condition as circumstances will permit and upon completion of the WORK all surplus material, earth, sand, rubbish and refuse of every kind, and all tools, machinery, equipment and other materials belonging to the Contractor shall be removed from the construction works and the adjoining premises, so as to leave everything in an acceptable condition, in as good or better condition than existed prior to construction.

#### Article 8 - **OTHER WORK AT THE SITE**

No suggested Supplementary Conditions in this Article.

#### Article 9 - **OWNER'S RESPONSIBILITIES**

No suggested Supplementary Conditions in this Article.

#### Article 10 - **ENGINEER'S STATUS DURING CONSTRUCTION**

SC-10.01 Replace "Engineer" with "Engineer with Assistance from the Construction Manager" throughout all of 10.01.

Article 11 - **CHANGES TO THE CONTRACT**

No suggested Supplementary Conditions in this Article.

Article 12 - **CLAIMS**

No suggested Supplementary Conditions in this Article.

Article 13 - **COST OF WORK; ALLOWANCE UNIT PRICE WORK**

SC-13.01 Add the following new section immediately following Paragraph 13.01E:

**13.01 F. CLAIMS FOR EXTRA COST.**

If the Contractor claims that any instructions by specifications, contract documents or otherwise involve extra cost or the extension of time, he shall, within seven (7) days after receipt of such instructions, and in any event before proceeding to execute the WORK, submit his protest thereto in writing to the OWNER with copy to the Engineer, stating clearly and in detail the basis of his objections. No such claim for a change in Contract Price and/or time will be considered unless written notice shall be so made within the aforementioned seven (7) day period.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by survey data, certified by a Professional Surveyor, licensed in the State in which the work is performed, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the drawings and maps issued.

Article 14 - **TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No suggested Supplementary Conditions in this Article.

Article 15 - **PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

SC-15. Replace "Engineer" with "Engineer and Construction Manager" throughout all of 15.

Article 16 - **SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.



## Article 17 - FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article.

## Article 18 - MISCELLANEOUS

SC-18 Add the following paragraph after 18.10

### 18.11 *Construction Manager Roles and Responsibilities*

- A. **ON SITE CONSTRUCTION OBSERVATION.** Construction Manager shall provide daily on-site observation of the work performed of trades, track job progress, assist to address field issues and provide information to Owner and Engineer. Construction Manager shall perform typical “Clerk of the Work” duties to act as an onsite representative of the Owner, and to assist Engineer. Construction Manager will prepare daily logs and photographs as necessary to properly document day to day activity throughout the duration of the project.
- B. **CONSTRUCTION ADMINISTRATION.**
- Construction Manager shall on behalf of the Owner administer the construction contract for all Contracts. Construction Manager shall consult with and advise Owner and Engineer to act as Clerk of the Work to the extent and limitations of the duties, responsibilities and authority of Construction Manager as assigned throughout this document.

### 18.12 *Project Labor Agreement*

- A. The Project is Bid as a single Prime Construction Project due to a Wicks Law exemption permitted through the Town’s Project Labor Agreement. All work depicted on the Plans and in the Specifications is the responsibility of the successful bidder including any work identified as by Mechanical, Plumbing or Electrical Contract. The PLA is included as Appendix A.

### 18.13 *American Rescue Plan Act (ARPA)*

- A. The Project is utilizing ARPA funds to pay for eligible expenses incurred, therefore the Contractor shall comply with the Supplement of The Federally Required Contract Provisions Pursuant to The American Rescue Plan act. If the ARPA Supplement conflicts with conditions or requirements elsewhere in the plans, specifications, or contract documents, the ARPA Supplement shall govern. The ARPA Supplement is included as Appendix B.

# **SUPPLEMENTARY CONDITIONS, PART 2 OF THE CONSTRUCTION CONTRACT**

## **Article 19 - NEW YORK STATE LABOR LAW**

The Contractor shall comply in every respect with the provisions of Section 220 of the Labor Law and no laborer, workers, or mechanic in the employ of the Contractor, subcontractor or other person contracting to do the whole or part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency including fire, flood, or danger to life or property, and no such person shall be so employed more than eight (8) hours in any day or more than five (5) days in any one week, except in such an emergency. The wages to be paid for a legal day's work, as defined by said section, to laborers, workmen or mechanics employed as aforesaid shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where the aforesaid work, on, about or in connection with which such labor is performed in its final or completed form is to be situated, erected, or used. Laborers shall be paid not less than the minimum hourly rate or wage designated by the Industrial Commissioner, pursuant to Section 220-d of the Labor Law. Said minimum hourly rate of wages having been designated by the Industrial Commissioner are designated in the wage rate sheet forming a part of this Contract, and are to be paid in cash, provided, however, that an employer, except as otherwise provided in Subdivision 3.0 Section 220 of the State Labor Law, may pay his employees by check if he furnishes satisfactory proof to the Industrial Commissioner of his financial responsibility and gives reasonable assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. The Contractor shall abide by and pay workmen, laborers and mechanics employed either by himself or a subcontractor no less than the wage rate set forth on the schedule of wages as annexed to and forming a part of the specifications for the work involved in the contract pursuant to the Labor Law.

The Contractor shall comply with the provisions of Section 222A of the Labor Law relating to prevention of dust hazard in public works if such hazard shall exist. If said section is not complied with by the Contractor, the Contract shall be void.

### **A. QUALIFICATION FOR EMPLOYMENT.**

No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract; provided that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

All employees engaged in work on the project under this contract shall have the right to organize and bargain collectively through representatives of their own choosing and such employees shall be free from interference, restraint, and coercion of employers in designation of such employee

representatives, in the self-organization and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection and no person seeking employment on the project under this contract and no person employed on the project under this contract shall be required as a condition of the initial or continued employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing.

**B. DISCRIMINATION.**

The Contractor shall comply with the provisions of Section 220-e of the Labor Law as follows:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, or any person acting on behalf of such contractor or subcontractor, shall by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
2. That no contractor, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, color, disability, sex or national origin;
3. That there may be deducted from the amount payable to the contractor by the State or municipality under this contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
4. That this contract may be cancelled or terminated by the State or municipality, and all the monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
5. The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
6. The Contractor's attention is also called to the State Law Against Discrimination, which also prohibits discrimination in employment because of age and sex.

**C. WAGE RATE.**

There shall be paid each employee engaged in work on the project under this contract in the trade or occupation listed not less than the wage rate set opposite the same, as shown on the attached Prevailing Rate Schedule.

**D. SUPPLEMENTS.**

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on the public work

projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical, or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pensions or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

1. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides, that supplements to be provided to laborers, workmen and mechanics upon the public works "shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide the additional supplements.
2. The Contractor shall provide the statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security.

**E. UNLISTED WAGE RATE.**

In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executive, supervisory, clerical, administrative, or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**F. POSTING MINIMUM WAGE RATES.**

The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

**G. WICKS LAW PROVISIONS. (NEW YORK STATE) Where separate prime contracts are not required:**

Each bidder on this project, "where the preparation of separate specifications is not required," shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced; the sealed list of subcontractors submitted with such low bid will be opened and names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become

otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders will be returned to them unopened after the contract award. A separate form is included in the proposal pages for this purpose.

**H. NEW YORK STATE ANTI-SEXUAL HARASSMENT LAWS.**

Each bidder (and all Contractors awarded work) on this project must comply with the requirements of Section 201-G of the Labor Law, and shall have implemented a written policy addressing sexual harassment prevention in the workplace and shall provide annual training to all of its employees. Contractors shall also be required to comply with any specific provisions of the Owner (as applicable). Prospective bidders are required to complete the “Affidavit of Compliance with New York State Anti-Sexual Harassment Laws” as included in the Proposal.

## NOTICE TO PROCEED

Owner: Town of Newburgh Owner's Project No.: \_\_\_\_\_  
Engineer: MHE Engineering, D.P.C. Engineer's Project No.: 21-135  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Newburgh Recreation Center Project  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: Town of Newburgh  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

**Contractor's Application for Payment**

<b>Owner:</b> <u>Town of Newburgh</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>MHE Engineering, D.P.C.</u>	<b>Engineer's Project No.:</b> <u>21-135</u>
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Newburgh Recreation Center Project</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> _____	<b>Application Date:</b> _____
<b>Application Period:</b> From _____	to _____

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ _____ - Work Completed =	\$	-
b. _____ X \$ _____ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Approved by Funding Agency</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Recommended by Construction Manager</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
--	---

**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

<b>Owner:</b>	Town of Newburgh	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	MHE Engineering, D.P.C.	<b>Engineer's Project No.:</b>	21-135
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	Newburgh Recreation Center Project		
<b>Contract:</b>			

**Application No.:** \_\_\_\_\_ **Application Period:** From \_\_\_\_\_ to \_\_\_\_\_ **Application Date:** \_\_\_\_\_

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	<b>Original Contract Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

<b>Owner:</b>	Town of Newburgh	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	MHE Engineering, D.P.C.	<b>Engineer's Project No.:</b>	21-135
<b>Contractor:</b>		<b>Contractor's Project No.:</b>	
<b>Project:</b>	Newburgh Recreation Center Project		
<b>Contract:</b>			

**Application No.:** \_\_\_\_\_ **Application Period:** From \_\_\_\_\_ to \_\_\_\_\_ **Application Date:** \_\_\_\_\_

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Change Orders</b>								
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
<b>Change Order Totals</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<b>Original Contract and Change Orders</b>								
<b>Project Totals</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: Town of Newburgh  
 Engineer: MHE Engineering, D.P.C.  
 Contractor: \_\_\_\_\_  
 Project: Newburgh Recreation Center Project  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: 21-135  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
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					-		-		-		-
					-		-		-		-
					-		-		-		-
<b>Original Contract Totals</b>					\$	-		\$	-	\$	-

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: Town of Newburgh  
 Engineer: MHE Engineering, D.P.C.  
 Contractor: \_\_\_\_\_  
 Project: Newburgh Recreation Center Project  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: 21-135  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Change Orders</b>											
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
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					-		-		-		-
					-		-		-		-
					-		-		-		-
<b>Change Order Totals</b>					\$ -		\$ -	\$ -	\$ -		\$ -
<b>Original Contract and Change Orders</b>											
<b>Project Totals</b>					\$ -		\$ -	\$ -	\$ -		\$ -



# WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: **Town of Newburgh** Owner's Project No.:  
Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **21-135**  
Contractor: Contractor's Project No.:  
Project: **Newburgh Recreation Center Project**  
Contract Name:  
Date Issued: Effective Date of Work Change Directive:

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

Description:

**[Description of the change to the Work]**

Attachments:

**[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

**[Describe the purpose for the change to the Work]**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

### Notes to User—Check one or both of the following

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

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

Contract Price: \$ \_\_\_\_\_ **[increase] [decrease] [not yet estimated].**

Contract Time: \_\_\_\_\_ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **Town of Newburgh** Owner's Project No.:  
Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **21-135**  
Contractor: Contractor's Project No.:  
Project: **Newburgh Recreation Center Project**  
Contract Name:

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

Title: \_\_\_\_\_

## NOTICE OF ACCEPTABILITY OF WORK

Owner:	<b>Town of Newburgh</b>	Owner's Project No.:	
Engineer:	<b>MHE Engineering, D.P.C.</b>	Engineer's Project No.:	<b>21-135</b>
Contractor:		Contractor's Project No.:	
Project:	<b>Newburgh Recreation Center Project</b>		
Contract Name:			
Notice Date:		Effective Date of the Construction Contract:	

The Engineer hereby gives notice to the Owner and Contractor that Construction Manager and Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Construction Manager

Engineer

By *(signature)*: \_\_\_\_\_

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## CHANGE ORDER NO.: [Number of Change Order]

Owner: **Town of Newburgh** Owner's Project No.:

Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **21-135**

Contractor: Contractor's Project No.:

Project: **Newburgh Recreation Center Project**

Contract Name:

Date Issued: Effective Date of Change Order:

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

Description:

**[Description of the change]**

Attachments:

**[List documents related to the change]**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ _____	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> this Change Order: \$ _____	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Construction Manager	Recommended By Engineer
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____



## FIELD ORDER NO.: [Number of Field Order]

Owner: **Town of Newburgh** Owner's Project No.:  
Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **21-135**  
Contractor: Contractor's Project No.:  
Project: **Newburgh Recreation Center Project**  
Contract Name:  
Date Issued: Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

### Reference:

Specification Section(s):

Drawing(s) / Details (s):

### Description:

[Description of the change to the Work]

### Attachments:

[List documents supporting change]

### Issued by Engineer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

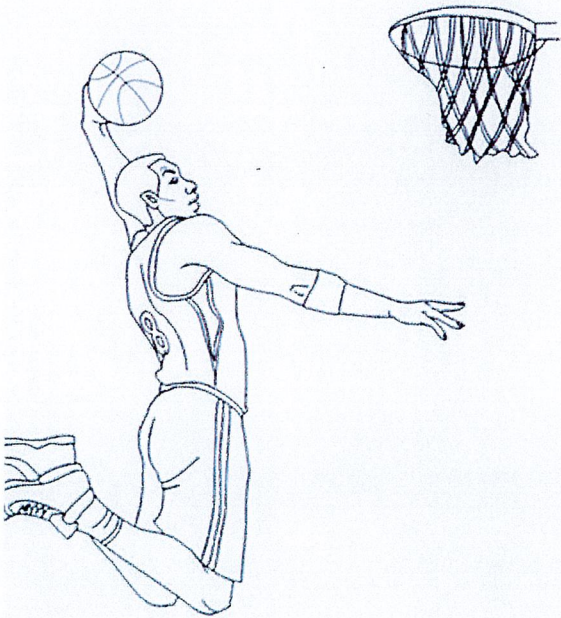
## **Attachment A**

Project Labor Agreement Covering Construction of the Town of  
Newburgh Recreation Center

Dated: 13 February 2024


**PROJECT LABOR AGREEMENT**  
**COVERING CONSTRUCTION OF**  
**THE TOWN OF NEWBURGH**  
**RECREATION CENTER**

February 13, 2024



Final

Page | 1



**PROJECT LABOR AGREEMENT**  
**COVERING CONSTRUCTION OF**  
**THE TOWN OF NEWBURGH**  
**RECREATION CENTER**

**February 13, 2024**

Final

Page | 1

**THE TOWN OF NEWBURGH RECREATION CENTER  
PROJECT LABOR AGREEMENT**

**PREAMBLE**

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# PROJECT LABOR AGREEMENT

## PREAMBLE

**WHEREAS**, THE TOWN OF NEWBURGH desires to provide for the cost efficient, safe, quality, and timely completion of THE TOWN OF NEWBURGH RECREATION CENTER PROJECT in a manner designed to afford the lowest reasonable costs to THE TOWN OF NEWBURGH and component districts, and the committee they represent, and the advancement of permissible statutory objectives;

**WHEREAS**, THE TOWN OF NEWBURGH (“THE TOWN”) engaged Holt Construction Group (“Holt”) to undertake a study of which a copy is on file with THE TOWN of whether the use of a Project Labor Agreement will best serve THE TOWN OF NEWBURGH’S interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, ensure local labore, and any local history of labor unrest; and

**WHEREAS**, the Holt report entitled “Project Labor Agreement Benefit Analysis” dated \_\_\_\_\_, (the "Study"), concluded that use of a Project Labor Agreement would provide THE TOWN OF NEWBURGH with measurable economic benefits and would promote THE TOWN’S interest in obtaining the best work at the lowest prices as well as preventing favoritism, fraud and corruption; and

**WHEREAS**, THE TOWN OF NEWBURGH has carefully reviewed and considered the Study and determined, among other things, that THE TOWN OF NEWBURGH interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, preventing the impact of delay owing to labor unrest, obtaining cost savings advantages, and gaining measurable management flexibility and benefits are best met by requiring a Project Labor Agreement and, therefore, directs that a Project Labor Agreement be made part of the Project; and

**WHEREAS**, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

- (1) expediting the construction process and otherwise minimizing the disruption to the project;
- (2) avoiding the costly delays of potential strikes, slowdowns, and walkouts arising from work disputes and promoting labor harmony and peace for the duration of the project;
- (3) standardizing the terms and conditions governing the employment of labor on the project;
- (4) permitting flexibility in work scheduling where necessary at affordable pay rates;
- (5) permitting adjustments to work rules and staffing requirements from those which otherwise might apply;
- (6) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(7) promoting work opportunities for those within THE TOWN OF NEWBURGH and surrounding areas.

(8) ensuring a reliable source of skilled and experienced labor;

**WHEREAS**, THE TOWN OF NEWBURGH, has, through independent investigation and analysis, determined the likelihood of substantial cost savings to the Project will result from the application of this Agreement; and

**WHEREAS**, the Hudson Valley Building & Construction Trades Council, and its affiliated Local Unions and their members, desire to provide for stability, security and work opportunities which are afforded by a Project Labor Agreement; and others; and

**WHEREAS**, the Parties desire to maximize project safety conditions for both workers and others;

**NOW, THEREFORE**, the Parties enter into this Agreement:

## **I. ARTICLE 1 - PARTIES TO THE AGREEMENT**

### **SECTION 1.1 PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement ("Agreement") entered into for all Project construction, as defined herein, as part of THE TOWN OF NEWBURGH RECREATION CENTER PROJECT(as defined below) between (1) THE TOWN OF NEWBURGH (2) Hudson Valley Building and Construction Trades Council ("Council") on behalf of itself and its affiliated Local Unions ("Local Unions"); and the signatory Local Unions on behalf of themselves and their members.

## **II. ARTICLE 2 - GENERAL CONDITIONS SECTION**

### **SECTION 2.1 DEFINITIONS**

Throughout this Agreement:

(A) "**Contractor(s)**" means any contractor and subcontractors of whatever tier engaged in Project Work within the scope of this Agreement as defined in Article 3, subject to exclusions defined in Section 3.3; 20.3 and 20.4.

(B) "**Council**" means the Hudson Valley Building & Construction Trades Council, AFL-CIO.

(C) "**Local Union(s)**" means the Local Unions signatory to this Agreement, individually and collectively.

(D) "**Owner**" means THE TOWN OF NEWBURGH.

- (E) **"Owner's Representative"** means any Construction Manager, or Clerk of the Works, or other individual or entity designated by the Owner to enter into this Agreement or otherwise act on its behalf.
- (F) **"The Project"** means the on-site work to be performed in connection with all construction associated with the THE TOWN OF NEWBURGH RECREATION CENTER PROJECT at Chadwick Lake Park as more fully set forth in Article 3, Section 3.1, subject to exclusions defined in Sections 3.3, 20.3 and 20.4.
- (G) **"Project Work"** means the on-site work covered by this Agreement and fully defined in Article 3, Section 3.1, subject to exclusions defined in Section 3.3; 20.3 and 20.4.
- (H) **"Schedule A"** means and refers to collective bargaining agreements of affiliated Local Unions.
- (I) **"Union Parties"** and **"Unions"** means the Hudson Valley Building & Construction Trades Council, AFL-CIO and the signatory Local Unions to this Agreement, individually and collectively.

## **SECTION 2.2 CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council and the Local Unions having jurisdiction over the Project Work; (2) the Agreement is approved by the NYS Building & Construction Trades Council (NYSBCTC); (3) the Agreement is approved by the NABTU; (4) the Agreement is authorized by the Owner.

## **SECTION 2.3 ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all signatory Unions and their affiliates and all Contractors performing Project Work as defined in Article 3, subject to exceptions in Sections 3.3, 20.3 and 20.4. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their Subcontractors, of whatever tier, become bound by this Agreement with respect to that subcontracted Project Work performed within the scope of Article 3, and require that each Subcontractor, of whatever tier, sign a Letter of Assent (Schedule B). This Agreement shall be administered by the Designee named by the Owner pursuant to Schedule C.

## **SECTION 2.4 SUPREMACY CLAUSE**

This Agreement, together with the local Collective Bargaining Agreements appended hereto and referred to herein as "Schedule A" represents the complete understanding with respect to the Project and supersedes any national agreement, local agreement, or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part except that, to the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors (the "National Agreements"), those National Agreements shall apply, except that when Contractor is also a signatory to an agreement listed in Schedule A hereof, Articles 7, 9,



and 10 of this Agreement shall prevail over the applicable National Agreement and any Schedule A agreement . Where a subject covered by the provisions of this Agreement is also covered by a Schedule A agreement, the provisions of this Agreement shall prevail. If this Agreement is silent on any matter addressed in the applicable Schedule A agreement, the Schedule A agreement shall govern. It is understood that by virtue of having become bound by this Project Labor Agreement, the Contractors will not be obligated to sign any other local, area, or national agreement.

### **SECTION 2.5 LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Contractors, and Subcontractors shall not be liable for any violations of this Agreement by any other Contractor or Subcontractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union. Notwithstanding the above, every signatory to the Agreement further acknowledges that it will be liable for its own breach, partial breach or otherwise, whether related or not to the breach of another signatory.

### **SECTION 2.6 THE BID SPECIFICATIONS**

The Owner shall require in its bid specifications for all Project Work within the scope of Article 3 that all successful bidders and their Subcontractors of whatever tier (unless otherwise excepted under this Agreement) become bound by this Agreement. Every Contractor shall require its Subcontractors, of whatever tier, to execute the Letter of Assent in Schedule B and to become bound by this Agreement.

### **SECTION 2.7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

This Agreement shall be binding on all signatory Unions and their affiliates, and all Contractors, Unions and/or non-Unions performing Project Work, unless otherwise excepted under this Agreement. Unless expressly provided for in this Agreement, this Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Project Work.

## **III. ARTICLE 3 - SCOPE OF THE AGREEMENT**

### **SECTION 3.1 PROJECT WORK**

This Agreement shall only apply to Project Work as defined in this Article. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site. Specifically excluded from coverage under this Agreement are maintenance and repair work performed in the normal course of Town operations, and work to be completed by the Town and off-site work of any kind. As the contract which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out or warrant work are assigned in writing by the Owner's Representative for explicit performance under the terms of this Agreement.

Subject to the exclusions in this Article, Project Work means solely that on-site work performed in connection with all construction associated with THE TOWN OF NEWBURGH COMMUNITY CENTER PROJECT. Project Work, unless otherwise excepted under Sections 3.3, 20.3 or 20.4, shall include all sitework, utilities, demolition, environmental work, MEP's and all construction related to THE TOWN OF NEWBURGH COMMUNITY CENTER PROJECT:

### **SECTION 3.2 TIME LIMITATIONS**

- A. To be covered by this Agreement, Project Work must be awarded after the effective date of this Agreement and prior to December 31, 2024.
- B. This Agreement shall expire upon completion and acceptance by the Owner of the Project.
- C. This Agreement may be extended by written mutual agreement of the parties.

### **SECTION 3.3 EXCLUDED EMPLOYEES**

Notwithstanding the provisions of Section 3.1 of this Article, the following person/entities are not subject to the provisions of this Agreement even though performing work on or in connection with the Project:

- A. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards (not covered by schedule A) employed by Owner, technicians, non-manual employees, and all professional, engineering (except field surveyors), administrative and management persons;
- B. Employees of the Project Owner or any other governmental or public authority, agency entity;
- C. Employees and entities engaged in off-site manufacture, modifications, repairs, maintenance, or painting, handling or fabrication of project components, materials, equipment, or machinery except for any local deliveries of materials such as fill, construction debris removal, ready mix, asphalt, concrete and other aggregates which shall be covered under this Agreement.
- D. Employees of the Construction Manager, if one, except that performing manual, onsite construction labor who will be covered by this Agreement.
- E. Employees engaged in onsite equipment warranty work;
- F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;

- G. Employees engaged in laboratory or specialty testing or inspections, unless ordinarily done by a member of a Trade Union;
- H. Employees engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads. Utility work provided by gas, electric, and cable companies, which is not performed by utility company employees, shall be subject to the terms of this Agreement.
- I. Employees and entities engaged in the manufacturing, design, handling or pre-fabrication of the pre-engineered metal building for the project. Erection of such shall be covered work.

## **IV. ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 4.1 PRE-HIRE RECOGNITION**

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of Article 3 of this Agreement.

### **SECTION 4.2 UNION REFERRAL**

- A. The Contractors agree to hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), where those referrals meet the qualifications set forth in items 1, 2, and 4 of subparagraph B. The Unions agree to provide such craft employees (including apprentices) to all Contractors on a non-discriminatory basis. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; the number of employees required; and the selection of employees for layoff (subject to Article 5, Section 5.3). In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union. The Local Unions will cooperate with Contractor requests for minority, women, or economically disadvantaged referrals to meet the goals of Article 4, Section 4.4. These workers may be delivered under a "Direct Entry" designation or by use of a Department of Labor waiver.
- B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project Work and who meet the

following qualifications:

- (1) Possess any license required by New York State law for the Project Work to be performed;
  - (2) Have worked a total of at least 1000 hours in the construction craft during the prior two years, and
  - (3) Were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.
  - (4) Have the ability to safely perform the basic functions of the applicable trade.
  - (5) Have not committed a felony or misdemeanor, or other violation that would render such person unfit to work on Town property.
- C. With the exception of specialty work as described in schedule C, no more than twelve and a half (12.5%) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the provisions of Paragraph B of this section (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons shall be included in these twelve and a half (12.5%) percent. If requested by the appropriate Union, a Contractor utilizing this provision for by- name referrals shall furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (5) above.
- D. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor. When a Contractor of any tier is contracted to perform Project Work and such Contractor is not signatory to a Schedule A agreement (not including signatory through this Agreement) and the Union cannot provide ample labor to support the construction schedule or project, then the Contractor shall hire outside the Union hiring halls and the Contractor shall, at their discretion, replace the non-Union or non-dispatched employee when notified by the Union that labor has become available through the Union. The Contractor shall use other employees affiliated with the Council before hiring except, where specifically addressed in this Agreement if those employees from the other Unions have the required trade skills to perform the Project Work. Those hired through this provision shall be laid off before those of an affiliated Union.
- E. Notwithstanding the foregoing, THE TOWN OF NEWBURGH or a representative of, shall have the sole discretion to request that a person be removed from working on this Project.

#### **SECTION 4.3 NON-DISCRIMINATION IN REFERRALS**

- A. The Local Unions represent that their hiring halls and referral systems shall be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of Union membership, policies, or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's Union membership, or lack thereof.

#### **SECTION 4.4 WORKFORCE DIVERSITY UTILIZATION**

The Unions recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. The Local Unions agree and will strive to utilize their best efforts to provide qualified minority and female applicants.

#### **SECTION 4.5 CROSS AND QUALIFIED REFERRALS**

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of each Contractor.

#### **SECTION 4.6 UNION DUES**

Nothing in this Agreement requires employees to join a Union or pay dues or fees to a Union as a condition of working on the Project. This Agreement is not, however, intended to supersede independent requirements in applicable Local Union Agreements as to Contractors that are otherwise signatory to those Agreements in relation to employees of such Contractors performing Project Work.

### **V. ARTICLE 5 - UNION REPRESENTATION**

#### **SECTION 5.1 LOCAL UNION REPRESENTATIVE**

Each Local Union signatory to this Agreement shall be entitled to designate a representative and/or Business Manager who shall be afforded access to the Project site only during times when Project Work is being conducted.

#### **SECTION 5.2 STEWARDS**

- A. Each Local Union shall have the right to designate from among those referred to the Project a working journey person as a Steward or Lead Engineer per shift, and

shall notify the Construction Manager or Clerk of Works if applicable, or general contractor, of the identity of the designated Steward or Lead Engineer (and alternate) prior to the assumption of such duties. Stewards or Lead Engineer shall not exercise supervisory functions and shall receive the rate of pay for their craft classifications. There will be no non-working Stewards or Lead Engineer on the Project.

- B. In addition to his/her work as an employee, the Steward or Lead Engineer shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor; such activities, however, are not to interfere with the Steward's work unless an emergency situation exists. Each Steward or Lead Engineer shall be concerned with the employees of the Steward's Contractor and, if applicable, Subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward or Lead Engineer in the proper performance of Union duties.
- C. Requirements for stewards or lead engineer shall be as per the applicable Schedule A agreement.
- D. The Construction Manager or Clerk of Works, if applicable, may employ the laborer steward or another craft steward.

### **SECTION 5.3 LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward or Lead Engineer, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A agreement, such provisions shall be recognized to the extent the Steward or Lead Engineer possesses the necessary qualifications to perform the Project Work required. In any case in which a Steward or Lead Engineer is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

### **SECTION 5.4 UNION STANDARDS**

- A. The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members.
- B. THE TOWN OF NEWBURGH, while recognizing this interest, must maintain its ability to utilize the services of off-site fabricators and those entities involved in deliveries of construction materials, except those materials included in Section 3.3, when not covered under New York State Labor Law 220.
- C. While the scope of the Agreement is limited to Project Work as defined and subject to exceptions herein, Contractors should, whenever economically feasible, make reasonable efforts to use Union signatory vendors, which includes, but not limited

to, UA Yellow Label and SMW Blue Label products for off-site assemblies or fabrications.

- D. This Section does not refer to construction material normally purchased pre-assembled or manufactured, it references Project Work normally and historically done on-site or in Local Union fabrications shops.
- E. If any dispute should arise with respect to this Section, the Contractors agree to install any off-site assemblies or fabricated items regardless of the source. The parties shall endeavor to settle such dispute in the Labor Management forum or appropriate sub-committee before a grievance is filed under Article 9.

## **VI. ARTICLE 6 - MANAGEMENT RIGHTS**

### **SECTION 6.1 RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the Project Work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of Project Work; the promulgation of reasonable Project Work rules; and the requirement, timing and number of employees to be utilized for overtime Project Work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform Project Work outside the jurisdiction of that Employee's Labor Union affiliation, if any. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor) and/or joint working efforts with other employees shall be permitted or observed.

### **SECTION 6.2 MATERIALS, METHODS & EQUIPMENT**

- A. There shall be no limitation or restriction upon the Owner's or Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such Project Work pursuant to an applicable collective bargaining agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor.

## **VII. ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS SECTION**

### **SECTION 7.1 NO STRIKES-NO LOCK OUT**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, demonstrations, or other disruptive activity on Project Work site for any reason by any signatory to this Agreement. There shall be no Union or concerted or employee activity which disrupts or interferes with the Project Work. Should any employee breach this provision, the Local Unions will use their best efforts to immediately end the breach and return all employees to work. There shall be no lockout by any signatory to this Agreement.

### **SECTION 7.2 DISCHARGE FOR VIOLATION**

A Contractor may discharge any employee violating Section 7.1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 working days.

### **SECTION 7.3 NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it shall notify the Council of such fact, with copies of the notification to the Local Union involved. The Council and Local Union shall instruct, order, and otherwise use their best efforts to cause the employee(s) to immediately cease and desist from any violation of this Article. The Council shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members shall not be liable for any unauthorized acts of its members, the Council, or another Local Union.

### **SECTION 7.4 EXPEDITED ARBITRATION**

Any Contractor or Union alleging a violation of Section 7.1 of this Article or Section 8.3(D)(2) of Article 8 may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- A. A party invoking this procedure shall notify J. Pierson, Neal M. Eiseman and Thomas Hines, who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to all parties (the alleged violator, the Council, the Local Union, the Contractor, and the Owner).
- B. The Arbitrator shall hold a hearing within 48 hours of receiving the notice invoking the procedure if it is contended that the violation still exists. The Arbitrator shall provide at least 24 hours' notice (excluding Sundays and holidays) to all parties as



to time and place of the hearing.

C. All notices pursuant to this Article must be delivered to all parties (Local Union, Council, Contractor, alleged violator, and Owner) and may be provided by telephone, telegraph, hand delivery, fax, email, or confirmed overnight delivery. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. (i) Section 7.1 hearings:

The sole issue at the hearing shall be whether a violation of Section 7.1 occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease-and-Desist Award restraining such violation and serve copies on all parties. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

(ii) Section 8.3(D)(2) hearings:

The sole issue at the hearing shall be whether a violation of Section 8.3(D)(ii) occurred. If a violation is found to have occurred, it shall be prima facie evidence of intentional mis-assignment, and the Arbitrator shall issue an immediate stop-work order with respect to the Project Work involved and reassign the Project Work as necessary. The Arbitrator is also authorized to (a) award damages or back pay in order to make the aggrieved trade whole, and (b) remove the offending Contractor from the job in egregious situations.

E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to all parties. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceeding may be commenced by order to show cause. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

- F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

## **SECTION 7.5 ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 7.1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 7.1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

## **VIII. ARTICLE 8 - LABOR MANAGEMENT COMMITTEE**

### **SECTION 8.1 SUBJECTS**

The Project Labor Management Committee ("Committee") will meet as established by the Committee to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project, if any and increase work opportunity within THE TOWN OF NEWBURGH for Town residents.

### **SECTION 8.2 COMPOSITION**

The Committee shall be jointly chaired by a designee of the Owner and the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon sub-committees.

### **SECTION 8.3 PRE-JOB CONFERENCE**

- A. So that the start and continuation of Project Work may progress without interruption, the Committee shall require each Contractor and Subcontractor of whatever tier to conduct a pre-job conference with the Council prior to commencing work. The Construction Manager or General Contractor shall be advised in advance of such conferences and may participate if they wish. This

pre-job conference with the Council is in addition to any pre-job/pre-construction conferences required by the Project Contract Documents.

- B. The purpose of the pre-job conference with the Council shall be for the parties to gain an understanding of each Contractor's proposed work assignments, the standard work day and work week, the number of employees to be employed, the method of referral, the applicable wage rates and fringe benefit contributions and any other matters in accordance with this Agreement.
  
- C. Proposed Trade Assignments. In conjunction with the pre-job conference with the Council required by this Section, each Contractor shall fill out the attached Schedule E- Proposed Trade Assignments identifying all Subcontractors and indicating what trades will be used to perform the Project Work. This form shall be submitted to the Council at least fourteen (14) days in advance of the commencement of Project Work. If any Local Union(s) objects to or disagrees with the Proposed Trade Assignment of either the Contractor or Subcontractor, the Local Union will state its objection within three (3) days of the submission of the Proposed Trade Assignments and there shall be a good faith discussion among the Contractor or Subcontractor and the objecting Local Union and other affected Unions to resolve the matter. If no resolution is reached, any involved Local Union may submit their objection position in writing, together with support documentation, within seven (7) calendar days of the submission of the Proposed Trade Assignments to the Contractor or Subcontractor with a copy to all affected Local Unions. Failure of any objecting Local Union and/or other affected Unions to timely object or submit such objection positions in writing waives any objection to the Proposed Trade Assignments. The Contractor or Subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the Construction Manager or Clerk of Works, the Council, and all affected Local Unions a "Final Trade Assignment" letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made.
  
- D. Disputes and Violations.
  - (1) Unresolved disputes concerning trade assignments shall be handled in accordance with Section 10.1, 10.2, and 10.3 of Article 10 in accordance with the National Plan for Settlement of Jurisdictional Dispute in the Construction Industry established by the Building and Construction Trades Department, incorporated by reference in Schedule D, provided however, that disputes concerning intra-trade assignments (assignments between trades within the same International Union) will be determined by the applicable International Union.
  
  - (2) Contractor's failure to conduct a pre-job conference with the Council, failure to include all required parties in a pre-job conference with the Council, or

failure to adhere to agreed-upon Schedule E trade assignments is a violation of this Agreement and prima facie evidence of intentional mis-assignment. Alleged violations of this provision shall be considered a lock-out and subject to the expedited arbitration procedures of Article 7, Section 7.4.

(3) All remaining unresolved issues shall be subject to the provisions of Article 9.

## **IX. ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

### **SECTION 9.1 CLOSE COOPERATION**

The Contractors, Unions, and employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of Project Work and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

### **SECTION 9.2 PROCEDURE**

Any question, dispute or claim arising during the term of this Agreement involving the interpretation or application of this Agreement (other than jurisdictional disputes and alleged violations of Section 7.1, and Section 8.3(D)(2)), shall be considered a grievance and shall be resolved pursuant to the following procedure.

Step 1:

- A. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall give notice of the claimed violation to the Local Union representative or job steward, who shall notify the Project Work site representative of the involved Contractor and the Construction Manager or Clerk of Works. To be timely, such notice must be in writing given within 7 calendar days after the act, occurrence or event giving rise to the grievance. Strict compliance with this 7-day notice is a condition precedent to proceeding with such grievance. The Local Union representative or the job steward shall meet with the Project Work site representative of the involved Contractor and the Construction Manager or Clerk of Works, if applicable, and endeavor to adjust the matter within 7 calendar days after timely notice has been given. The representative of the involved Contractor shall keep the minutes of the meeting and shall respond to the Union representative in writing, with copy to the Construction Manager or Clerk of Works, within twenty-four (24) hours after the conclusion of the meeting. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on

which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing by the Labor-Management Committee as creating a precedent with respect to Project Work.

- B. Should any signatory to this Agreement have a dispute [excepting jurisdictional disputes and alleged violations of Section 7.1 or Section 8.3(D)(i) or (ii) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute may be reduced to writing and the grieving party may proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

#### Step 2:

Upon timely receiving a written grievance, the involved Contractor shall notify and schedule a meeting with the Business Manager of the involved Local Union, the Council, and the Construction Manager or Clerk of Works, if applicable, and their respective representatives, for the purpose of arriving at a satisfactory settlement. Such meeting shall be held within 7 calendar days of the involved Contractor's receipt of the written grievance. Meeting minutes shall be kept by the Contractor with copies to the parties within twenty-four (24) hours.

#### Step 3:

- A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager, Owner's Representative or Clerk of the Works) along with copies of the minutes from Step 1 and Step 2, to the acting Arbitrator under this procedure alternating between J. Pierson, Roger Moyer and Thomas Hines. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union, and employees, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.
- B. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager, if applicable, the involved Contractor, and the involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

## **X. ARTICLE 10 - JURISDICTIONAL DISPUTES**

### **SECTION 10.1 ASSIGNMENT**

The assignment of Project Work shall be solely the responsibility of the Contractor performing the Project Work involved, subject to the pre-job conference with the Council and the procedures set forth in Section 8.3(C), and such Project Work assignments shall be in accordance with the National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("National Plan"), incorporated by reference into Schedule D, or any successor Plan approved by the Building & Construction Trades Department, AFL-CIO

### **SECTION 10.2 PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES**

All jurisdictional disputes involving Project Work shall be settled according to the National Plan, provided however, that disputes concerning intra-trade assignments (assignments between trades within the same International Union) will be determined by the applicable International Union.

### **SECTION 10.3 NO DISRUPTIONS**

There will be no strikes, work stoppages, or slowdowns, arising out of any jurisdictional dispute. Pending the resolution of the dispute, the Project Work shall continue uninterrupted and as assigned by each Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

### **SECTION 10.4 AWARD**

Any jurisdictional award pursuant to this Article shall be final and binding on the disputing Unions and the involved Contractor on this Project only and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement.

### **SECTION 10.5. LIMITATIONS**

Awards made under this Article shall determine only to whom the disputed Project Work belongs. The deciding person or group hereunder shall have no authority to (a) assign Project Work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the Project Work involved; (b) assign work to employees who are not qualified to perform the work involved; or (c) assign Project Work being performed by non-Union employees to Union employees. This provision does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job.

## **XI. ARTICLE 11 - WAGES AND BENEFITS**

### **SECTION 11.1 CLASSIFICATION AND HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the wage rates applicable for those classifications as required by the Schedule A applicable to the work. The term "straight time" in this Agreement shall mean the hourly wage rate applicable for those classifications as required by the applicable New York State Labor Law Section 220 ("Section 220") prevailing wage determination.

### **SECTION 11.2 EMPLOYEE BENEFITS**

- A. Unless expressly provided differently in this Agreement, Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Section 220 schedule in effect. Except as provided herein, the Contractors agree that such payments shall be made to those established jointly trustee employee benefit funds designated in the applicable Schedule A agreement, and in the amounts so designated, to the extent such payments are required by and satisfy the Section 220 obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Contractors not otherwise contractually bound to do so, shall not be required to contribute to non-Section 220 benefits, trusts or plans; however, this provision does not relieve Contractors which are signatory to local collective bargaining agreements with any Local Union from complying with the benefit requirements for all funds contained in those collective bargaining agreements.
- B. Notwithstanding Section 11.2(A):
- (1) Contractors who designate employees pursuant to Article 4 may satisfy the above benefits obligation with respect to those employees by: (1) providing those employees with coverage under their private benefit plans for health, welfare, pension, annuity and 401(k); or (2) paying the full amount of such benefit to the employee in employees' wages. The total benefit payments to be made on behalf of each such employee must equal the total Section 220 benefit/supplement amount. If the Contractor's contribution into the private benefit plan for the above funds is less than the amount required by Section 220, the difference must be paid to the employee in cash. Payments of other benefits covered under Section 220 shall be paid to the respective Unions on behalf of each employee.
  - (2) This same option shall apply with respect to any other employee who is referred to the Contractor through the hiring hall process provided such employee was previously employed by the Contractor and was a

participant in a bona fide private benefit plan maintained by the Contractor which satisfies the requirements of Section 220.

- (3) The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC), or similar apprentice funds designated in the applicable Schedule A agreement, if the Contractor does not have an apprentice training program approved by the Department of Labor (However, all Contractors with contracts for this Project in excess of \$500,000 must participate in apprenticeship training programs pursuant to New York State Labor Law §222(2)(e)). Upon request by the Council, any Contractor providing coverage under this provision will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.
  - (4) Contractors who exercise the option under Section 11.2(B) of this Article to pay into their own private benefit plans rather than the applicable jointly trusteed funds designated in the applicable Schedule A agreement shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trusteed funds designated in the applicable Schedule A agreement against any and all benefit/supplement claims by its employees.
- C. Contractors who contribute to jointly trusteed funds under this Section agree to be bound by the written terms of the legally-established jointly trusteed Trust agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such trust funds but only with regard to Project Work done and only for those employees for whom this Agreement requires such benefit payments. Notwithstanding the foregoing, a Contractor's liability shall be at all times limited to the amount of contributions required to be made to the Trust Funds.
- D. Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits on the Project. The Local Unions and/or the Council shall notify the Construction Manager or Clerk of Works within 120 hours excluding weekends whenever a Contractor or Subcontractor fails to make a required benefit payment and such delinquency remain outstanding after 30 days. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the Construction Manager or Clerk of Works within that 120-hour period it shall withhold from any funds due to the delinquent Contractor the amount of that delinquency, up to the total amount due, until any dispute regarding the delinquency has been resolved. The Construction Manager or Clerk of Works shall have no other obligation with respect to contributions owed by any Contractor (or its Subcontractor); but that each Contractor shall continue to be obligated with respect to contributions based on Project Work done by that respective Contractor. If notice of a delinquency is not received by the



Construction Manager or Clerk of Works within the required time periods, Owner shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due. Construction Manager or Clerk of Works shall require Contractors to submit proof of benefit payment with pay request.

## **XII. ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

### **SECTION 12.1 WORK WEEK AND WORK DAY**

- A. Unless otherwise provided for in this Agreement, the standard work week shall be five days, Monday through Friday, eight hours per day plus  $\frac{1}{2}$  hour unpaid lunch period each day. The starting time for the standard work week shall start at either 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m. Multiple starting times shall be allowed.
- B. Four-tens: notwithstanding any other provision of the Agreement, when working a four-day work week, the work shall consist of 4 days, Monday through Thursday, ten hours per day plus  $\frac{1}{2}$  hour unpaid lunch period at the straight time rate. The starting time for four-tens shall be 6:00 a.m. 6:30 a.m. 7:00 a.m. A three-day minimal notice shall be required for four-tens to the respective involved Unions.
- C. On a 5-day work week, Saturday may be used as a make-up day at straight time to fulfill the 40-hour work week due to inclement weather. On a 4-day work week, Friday may be used as a make-up day at straight time to fulfill the 40-hour work week. Make-up days shall be scheduled for a minimum of 8 hours, except in the case of inclement weather in which Section 12.5 shall apply. This minimum shall also apply when more than one shift or multiple shifts are worked.
- D. The changing of the regular starting time, except in the case of overtime and the switch from a 5- day and 4-day work weeks shall be a 4-week minimum.

### **SECTION 12.2 OVERTIME**

Overtime pay for hours outside of the standard work week and work day, defined in Section 12.1, and all work on Saturdays shall be paid at time and one half the hourly rate and benefits will be paid on straight time. All work on Sundays shall be paid at two times the hourly rate and benefits will be paid at straight time.

### **SECTION 12.3 SHIFTS**

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions. Shifts must have prior approval of the Construction Manager or Clerk of Works and Owner and must be scheduled with not less than three work days' notice to the Local Union.

B. Second and/or Third Shifts - Saturday and/or Sunday Work.

The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m. Shift differentials shall be straight time plus fifty percent (50%) of the applicable Schedule A agreement shift differential. No other premium or payments for such work shall be required unless such work is in excess of 40 hours during the week. There shall be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together, the length of one or more shifts can be reduced to accommodate a 24-hour day and only actual hours worked will be paid. Work performed on Saturdays or Sundays shall be paid as provided in the applicable Schedule A Agreement.

C. To clarify above, Schedule A Shift Differential designated percentage rates vary according to each trade's prevailing Collective Bargaining Agreement. Shift work as part of this Project Labor Agreement is 50% of the designated percentage of the shift percentages of each trade, for example if a trade's shift differential is 15% it would be 7.5%.

## SECTION 12.4 HOLIDAYS

A. Schedule - There shall be seven (7) recognized holidays:

- New Year's Day,
- President's Day,
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date, except that holidays which occur on Sunday shall be observed on the following Monday and holidays which occur on a Saturday shall be observed on the previous Friday.

- B. Payment-Regular holiday pay, if any, for work performed on a recognized holiday shall be in accordance with the applicable Schedule A agreement. There will be no benefits paid on holidays unless worked.
- C. Exclusivity - No holidays other than those listed in Section 12.4 shall be recognized or observed in relation to holiday pay and benefits.

### **SECTION 12.5 REPORTING PAY**

- A. When on a five-day work week, employees who report to the work location pursuant to a regular schedule and who are not provided with work for whatever reason, shall receive two (2) hours reporting pay, four (4) hours if work starts and eight (8) hours pay if work occurs after the 4<sup>th</sup> hour except in the case of inclement weather in which hours worked after the four hours shall be paid and when on a four-day work week with a 10-hour day, (3), (4), (5) and (10) shall apply as per the same terms above.
- B. When an employee who has completed his or her scheduled shift and has left the Project site is "called out" to perform special work of a casual, incidental, or irregular nature, the employee shall receive pay for actual hours worked at applicable straight time or overtime rates in accordance with this Agreement, but no less than a minimum guarantee of two (2) hours at the employee's straight time rate.
- C. When an employee leaves the job or work location of their own volition, is discharged for cause, or is not working as a result of the Contractor's invocation of Section 12.8 below, he or she shall be paid only for the actual time worked.
- D. There shall be no pay for time not actually worked except as specifically set forth in this Article 12 and where an applicable Schedule A agreement applies to Forepersons, Stewards and Lead Engineer in reference to pay.

### **SECTION 12.6 PAYMENT OF WAGES**

- A. Payday: Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 3:00 p.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than one week's wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- B. Termination: Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of layoff

or discharge.

## **SECTION 12. 7 INJURY/DISABILITY**

An employee who, after commencing Project Work, suffers a work-related injury or disability while performing Project Work duties, shall receive no less than eight (8) hours wages for that day. Further, the employee shall be rehired at such time as the employee is able to return to duties provided there is still Project Work available for which the employee is qualified and able to perform.

## **SECTION 12.8 EMERGENCY WORK SUSPENSION**

A Contractor may, if considered necessary for the protection of life, property, and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees shall be paid for actual time worked; provided however, that when a Contractor requests that employees remain at the job site available for Project Work, employees shall be paid for "stand- by" time at their hourly rate of pay.

# **XIII. ARTICLE 13 - APPRENTICESHIP & HELMETS TO HARDHATS**

## **SECTION 13.1 APPRENTICE RATIOS**

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women, and economically-disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such Project Work as is within their capabilities and that is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A agreement in a ratio of not less than twenty-five percent (25%) of the work force by craft (without regard to whether a lesser ratio is set forth in the applicable Schedule A agreement), unless the applicable Schedule A agreement provides for a higher percentage. The first person assigned to the job shall be a Journeyman. The second person assigned may be an apprentice. Subsequent assignments shall be Journeymen until the applicable ratio is achieved. This assignment shall be repeated until staffing needs are satisfied. Apprentices and such other classifications as are appropriate will be employed in a manner consistent with the provisions of the applicable Schedule A agreement.

## **SECTION 13.2 NYS DEPARTMENT OF LABOR- APPRENTICESHIP**

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in

apprenticeship programs that result in the placement of apprentices on this Project.

### **SECTION 13.3 NEW YORK HELMETS TO HARDHATS**

The Contractors and the Unions desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and the Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (the "Center") and the Center's "New York Helmets to Hardhats" program as a resource for preliminary orientation and assessment of construction aptitude; referral to apprenticeship programs or hiring halls; counseling and mentoring; and support networks, employment opportunities, and other needs as identified by the parties.

The Unions and the Contractors agree to work with the Center to create and maintain an integrated database of veterans interested in working on the Project as well as information about apprenticeship and employment opportunities related to this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### **SECTION 13.4 PARTICIPATION GOALS (MBE, WBE, SDVOB, LABOR SURPLUS AREA)**

- A. THE TOWN OF NEWBURGH, Construction Manager or Clerk of Works, Contractors, the Hudson Valley Building and Construction Trades Council and its affiliated Unions are committed to meeting federal and New York State Participation Goals, if any are applicable to the Project, and shall be in alignment with the current goals or standards set for by federal or New York State requirements for Minority Business Enterprises (MBE), Woman Owned Business Enterprise (WBE), Service-Disabled Veteran Owned Business (SDVOB), and federal Labor Surplus Area requirements, to ensure participation on the project by MBE, WBE and SDVOB firms and job-seekers from federal Labor Surplus Areas (for 2022, City of Middletown, Town of Monroe, and City of Newburgh) while maintaining fiscal responsibility.
- B. Outreach by the Construction Manager or Clerk of Works, if applicable, Contractors, Hudson Valley Building and Construction Trades and affiliated Unions and contractor associations to ensure participation goals of NYS Certified MBE, WBE and SDVOB firms and Labor Surplus Area recruitment are met will be required through the project.
- C. Where the above requirements of Section 13.4 do not apply, reference in this section shall not apply.

## **XIV. ARTICLE 14 - NO DISCRIMINATION**

### **SECTION 14.1 COOPERATIVE EFFORTS**

The Contractors and Unions agree that they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, Union or non-Union status, real or perceived sexual orientation or any other status protected by law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement shall assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project. Nothing in this section shall be grievable.

### **SECTION 14.2 LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including all genders.

## **XV. ARTICLE 15 - GENERAL TERMS SECTION 15.1 PROJECT RULES**

### **SECTION 15.1 PROJECT RULES**

- A. THE TOWN OF NEWBURGH, the Construction Manager or Clerk of Works, if applicable, and Contractors may establish from time to time such reasonable Project rules as are necessary for the good order of the Project. These rules shall be outlined at the pre-job conference with the Council, detailed in the contract documents, approved by the President of the Council, posted at the Project site, and may be amended thereafter as necessary.
  
- B. Security Protocols - The Construction Manager or Clerk of Works, if applicable, with Owner's approval and in their sole discretion, will determine security protocols for the entire Project Site. Strict compliance by all Contractors and subcontractors of all tiers and their respective personnel with security procedures, protocols, and directives issued by these entities or its delegated, is required at all times.

### **SECTION 15.2 TOOLS OF THE TRADE**

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the

Project Work performed. Employees using these tools shall perform any of the Project Work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of Project Work within the employee's jurisdiction.

### **SECTION 15.3 SUPERVISION**

Employees or other personnel shall work under the supervision of the craft foreperson or general foreperson for the applicable hiring or subcontracting Contractor

### **SECTION 15.4 FULL WORKDAY**

- A. Employees shall be at their Project Work area at the starting time established by the Contractor.
- B. The signatories to this Agreement reaffirm their policy of a fair day's work for a fair day's wage.

## **XVI. ARTICLE 16 - SAFETY PROTECTION OF PERSON AND PROPERTY**

### **SECTION 16.1 SAFETY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA and New York State mandated safety requirements are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their Project Work at all times in a safe manner and protect themselves and the property of the Contractor from injury or harm. Failure to do so may be grounds for discipline, including discharge. Prevention of accidents at the site is the responsibility of the Contractors, its employees, subcontractors and suppliers, persons, and entities at the Project Site. The Contractors shall establish their own safety programs implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction.

The Construction Manager or Clerk of Works is not responsible for identifying unsafe practices, nor for failure to stop the Contractors' unsafe practices; and the Construction Manager's or Clerk of Works' failure to stop the Contractors' unsafe practices shall not relieve the Contractors of the responsibility therefore.

### **SECTION 16.2 CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Owner. Such rules will be referenced in the Contract Documents and may be distributed to Contractors for further distribution to personnel

and/or posted in conspicuous places throughout the Project.

### **SECTION 16.3 INSPECTIONS**

The Contractors, Owner, Architect/Engineer, and Construction Manager or Clerk of Works, if applicable, retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind.

## **XVII. ARTICLE 17 - TEMPORARY SERVICES**

Temporary light, power, cooling, ventilation and other services shall only be required on the specific request of a Contractor and when requested shall be assigned in accordance with the Contract Documents. Temporary coverage may be provided by the supplying Contractor's employees already working under this Agreement during regular work hours. The supplying Contractor will determine the need for temporary coverage requirements during non-work hours. For safety reasons, temporary light and power panels will only be accessed by employees of the Contractor responsible for supplying the temporary light and power panels. Coverage requirements shall not require a standby employee who is not performing Project Work. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved pursuant to Article 10.

## **XVIII. ARTICLE 18 - SAVINGS AND SEPARABILITY**

### **SECTION 18.1 THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but the remainder of the Agreement shall remain in full force and effect to the extent allowed by law. In the event a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

### **SECTION 18.2 NON-WAIVER**

Nothing in this Agreement is intended to be or shall be construed as a waiver by any Union(s) of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement. Nothing contained in this Agreement is intended to be or shall be construed



as a waiver by any Union(s) of any more favorable term or condition of employment that may be contained in any collective bargaining agreement applicable to work outside the scope of this Agreement.

## **XIX. ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS**

### **SECTION 19.1 CHANGES TO AREA CONTRACTS**

Each Schedule A agreement incorporated by reference into this Agreement by Schedule A shall continue in full force and effect until the Contractor and/or Union parties to the area collective bargaining agreements which are the basis for the applicable Schedule A agreement, notify the Owner and Construction Manager or Clerk of Works, if applicable, in writing of the agreed upon changes in the Schedule A agreement which is applicable to the Project, and their effective dates. Such changes shall only be effective to the extent consistent with this Agreement. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of area collective bargaining agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

### **SECTION 19.2 LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

The Unions agree that there shall be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of area local collective bargaining agreements, nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

## **XX. ARTICLE 20 - PROJECT SPECIFIC**

### **SECTION 20.1 WORKERS COMPENSATION ADR**

At the written option of the Contractor and with the written approval of the Hudson Valley Building Trades Council, all Local Unions, Contractors and subcontractors working on this Project agree to be bound by the Collectively Bargained Workers Compensation Alternative Dispute Resolution Agreement (ADR Agreement), incorporated by reference into Schedule F to this Agreement, and to the ADR program set forth therein, by and between the Construction Industry Council of Westchester and the Hudson Valley, Inc., and the Building and Construction Trades Council of Westchester and Putnam County, New York, entered into on January 26, 2007, as amended.

### **SECTION 20.2 INTENTIONALLY OMITTED**

### **SECTION 20.3 CLEAN UP**

A clean work site results in a safe and more productive job site. All cleanup during construction shall be performed by the trade having jurisdiction for cleanup in accordance with the Project Contract Documents. The Owner will ensure a clean and safe workplace. The Owner, Construction Manager or General Contractor may back charge Contractors accordingly if clean up becomes unsatisfactory.

Once construction is complete and a building, section or floor is turned over to a professional cleaning company for final cleaning, including but not limited to, windows and floor prep, up to 33.3% of the Employees may be a direct employee of the cleaning company. Those direct employees shall be exempt from this Agreement.

### **SECTION 20.4 FURNITURE, FIXTURES AND EQUIPMENT (FFE)**

Project work related to furniture, fixtures, and equipment that is free standing and requires no onsite assembly and is not fastened, mounted, anchored, hardwired or hard piped to any part of the building structure or surface by glue, screws, nails, mechanical fastener or by any other means is excluded from this agreement. Additionally, for the installation of the following sports related equipment: safety nets, backboards, and gym equipment, up to 50% of Employees may be direct employees of the vendor. Those direct employees shall be exempt from this Agreement. Accordingly, for avoidance of doubt, all unloading, handling, assembly, installation and clean up of all furniture, fixture, and equipment which requires fastening, mounting, anchoring, hardwiring or hard piped to any part of the building structure or surface by glue, nails, screws, mechanical fasteners, wire, pipe or by other means, or requires any onsite assembly, other than the sports related equipment specified above, shall be included project work under this agreement.

When the owner, construction manager or general contractor directs or contracts excluded work under this Section (20.4) to be performed this Agreement shall apply.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed and effective as of the \_\_\_\_ day of February 2024.

**FOR THE HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL:**

By:           *L. Todd Diorio*          

L. Todd Diorio, President

**THE TOWN OF NEWBURGH:**

By: \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor

**FOR CONSTRUCTION MANAGER (IF APPLICABLE):**

By: \_\_\_\_\_

**FOR LOCAL UNIONS:**

**International Union of Bricklayers and Allied Craftworkers Local NO. 1:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**International Brotherhood of Boilermakers, Iron Ships Builders, Blacksmiths, Forgers  
Helpers District NO. 5:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Bricklayers and Allied Crafts, Tile, Marble & Terrazzo Union of New York & New Jersey  
Local NO. 7:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Bricklayers United Union of Roofers, Waterproofers and Allied Workers Local NO. 8:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**District Council NO. 9, International Unio. of Painters and Allied Trades, A.F.L-C.1.0:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Laborers International Union of N.A. Local 17:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) Local NO. 38:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**International Association of HBAT and Frost Insulators and Allied Workers Local NO. 91:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**International Union of Elevators (IUEC) Local NO. 138:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**O.P.C.M.I.A. Plasters Union Local NO. 262:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**North Atlantic States Regional Council of Carpenters Local NO. 279:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**International Brotherhood of Electrical Workers Local NO. 363:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Plumbers, Steamfitters & Service Technicians Local NO. 373:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local NO. 417:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**International Brotherhood of Teamsters Local Union NO. 445:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Road Sprinkler Fitters Union Local NO. 669:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**New York City District Carpenters Local NO. 740 & Local NO. 2287:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**United Cement Masons Local NO. 780:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**International Union of Operating Engineers Local NO. 825:**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Attachment B**

Supplement of Federally Required Contract Provisions Pursuant  
to the American Rescue Plan Act



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**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT  
TO THE AMERICAN RESCUE PLAN ACT**

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The Town of Newburgh (the “Town”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The Town will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of [INSERT DATE] [AS AMENDED], by and between [CONTRACTOR NAME] (the “Contractor”) and the Town (the “Agreement”). Since the Town will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Contractor shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (*e.g.*, a contract between Contractor and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Town” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Town requests that would cause the Town to be in violation of these Supplementary Conditions.

## SUPPLEMENTARY CONDITIONS

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The following terms and conditions apply to the Agreement and any other agreement for which any portion of the funding is derived from ARPA funds.

### GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The Town reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow Town to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. **RECORDS AND REPORTING REQUIREMENTS.** The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the Town under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 16 below. The Town and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the Town of Woodbury or, if no such office is available, at a mutually agreeable and reasonable venue within the Town of Woodbury, for the term specified above for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”) provided that: (i) the Contractor shall timely inform the Town in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town’s right to discovery in any pending or future litigation. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Town. The Contractor shall cooperate with all Town efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.
  
6. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Town in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the U.S. Treasury.
  
7. **DEBARMENT AND SUSPENSION.** The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (*e.g.*, subcontract) it enters into. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
  
8. **CONFLICTS OF INTEREST.** The Contractor shall notify the Town as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall

explain the actual or potential conflict in writing in sufficient detail so that the Town is able to assess such actual or potential conflict. The Contractor shall provide the Town any additional information necessary for the Town to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Town, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the Town, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. **SUBCONTRACTING.** The Contractor represents to the Town that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Contractor will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.
10. **ASSIGNABILITY.** The Contractor shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Town.
11. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Town and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in the Agreement.
12. **TERMINATION.** If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:
  - a. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Agreement, the Town shall thereupon have the right to terminate the Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under the Agreement shall, at the option of the Town, become the Town's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the Agreement by the Contractor, and the Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Town from the Contractor is determined.

- b. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000). The Town may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Contractor. If the Agreement is terminated by the Town as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. **LOBBYING (Applicable to Agreements exceeding \$100,000).** The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. **BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).** The Contractor shall comply with New York State bonding requirements, unless they have not been approved by the U.S. Treasury or other applicable federal agency, in which case the Contractor shall comply with the following minimum bonding requirements:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon

acceptance of its bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part of the Contractor for 100 percent of the Agreement price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- c. A payment bond on the part of the Contractor for 100 percent of the Agreement price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. **AUDIT/ACCESS TO RECORDS.** The Town, U.S. Treasury, the Comptroller General of the United States, the Office of the Town of Woodbury Town Clerk/Treasurer, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor’s accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and Town guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the Town’s right to audit and/or access Contractor records that may be provided under the Agreement.

16. **MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of ARPA funds to the Town that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provided under the Agreement, or (iv) as long as required by State law, whichever may be longer.

17. **COPYRIGHT.** Any creative or literary work developed or commissioned by the Contractor with ARPA funding provided by the Town under the Agreement shall become the property of the Town, entitling the Town to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

- a. If the Town shares its right to copyright such work with the Contractor, the Town and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in

any work developed using ARPA funding provided by the Town under the Agreement; and (b) any rights of copyright to which the Contractor, sub-Contractor, or a contractor purchases ownership with ARPA funding support provided by the Town under the Agreement.

- b. The Contractor shall submit one copy of all reports and publications resulting from the Agreement to the Town within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the Town of Woodbury, New York and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Town of Woodbury, New York or the U.S. Department of the Treasury.”

18. **TOWN SEAL, LOGO, AND FLAGS.** The Contractor shall not use the Town seal(s), logos, crests, or reproductions of flags or likenesses of Town agency officials without specific Town pre-approval.

19. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the Town, Contractor, or any other party pertaining to any matter resulting from the Agreement.

20. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to the Agreement.

21. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- a. The Contractor and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
  - A. Procure or obtain;
  - B. Extend or renew a contract to procure or obtain; or
  - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  - c. The Contractor and/or applicable subcontractor’s attention is directed to Public Law 115–232, section 889 for additional information.
  - d. The Contractor and/or applicable subcontractor’s attention is directed to 2 CFR § 200.471.

## **22. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- a. As appropriate and to the extent consistent with law, the Contractor and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
  - A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.



- B. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

23. **SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian- Americans, and American Indians. The Town may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. **TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.
25. **SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
26. **AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
27. **NONDISCRIMINATION.** The Contractor shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, the Contractor shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- b. The Contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
  - d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Contractor shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 C.F.R. 60-4.3)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which the Agreement resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:

- i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the Agreement resulted.
3. If the Contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which the Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers.

The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred

to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation

employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the



Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
  11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.
  14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
28. **CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any

location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of these Supplementary Conditions.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

29. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - A. Recruitment, advertising, and job application procedures;
  - B. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - C. Rates of pay or any other form of compensation and changes in compensation;
  - D. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - E. Leaves of absence, sick leave, or any other leave;
  - F. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

- G. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - H. Activities sponsored by the Contractor including social or recreational programs; and
  - I. Any other term, condition, or privilege of employment.
- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
  - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
  - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
  - e. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
  - f. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## LABOR PROVISIONS

30. **COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under the Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under the Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
  
31. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to contracts exceeding \$100,000 that involve the employment of mechanics or laborers).** The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.
  
32. **DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).** The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141 to 3144, and 3146 to 3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of the Agreement.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under the Agreement, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Town and Secretary of Labor for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by the Town, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by the Town pertaining to such

contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### **ENVIRONMENTAL PROVISIONS**

33. **ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).
34. **SOLID WASTE DISPOSAL.** Pursuant to 2 C.F.R. § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

35. **ENVIRONMENTAL PROTECTION LAWS.**

If the Agreement is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act), and all other applicable environmental laws that may exist now or in the future. Violations must be reported to the U.S. Treasury and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts in excess of \$150,000.

## **Attachment C**

Stormwater Pollution Prevention Plan for Newburgh Recreation Center

Dated: 05 October 2023



STORMWATER POLLUTION PREVENTION PLAN  
FOR  
NEWBURGH RECREATION CENTER  
TOWN OF NEWBURGH  
ORANGE COUNTY, NEW YORK

PREPARED FOR:  
Town of Newburgh  
1496 NY-300  
Newburgh, NY 12550

PREPARED BY:  
MHE Engineering, D.P.C.  
33 Airport Center Dr. Suite 202  
New Windsor, NY 12553

NOTE: ANY UNAUTHORIZED ALTERATION OR  
ADDITION TO THIS DOCUMENT IS A  
VIOLATION OF SECTION 7209(2) OF THE  
NEW YORK STATE EDUCATION LAW.

DATE: 5 October 2023  
JOB #: 21-135

**NEW YORK OFFICE**

33 Airport Center Drive, Suite 202, New Windsor, NY 12553  
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

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APPENDIX M – CONTRACTOR'S CERTIFICATION

## INTRODUCTION

This Stormwater Pollution Prevention Plan (SWPPP) has been prepared for the proposed Newburgh Recreation Center project in the Town of Newburgh, in Orange County, New York. This SWPPP has been developed in accordance with the New York State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges Associated with Construction Activities Permit No. GP-0-20-001. Stormwater pollution prevention measures and stormwater managed measures have been designed in accordance with the NYSDEC Stormwater Management Design Manual (NYSDEC Manual), January 2015, in effect at this time.

The development of the Newburgh Recreation Center site will be considered redevelopment with an increase in impervious area. The new proposed impervious area will be treated in accordance with Chapter 4 of the SWMDM, and the existing disturbed impervious will be treated in accordance with Chapter 9 of the SWMDM. The project will result in a change in impervious surface area, the removal of natural vegetative cover material and the disturbance of overburden. These factors have the potential to alter the natural sediment and stormwater storage capabilities of the existing stormwater management facilities on site.

A cistern, sand filter, and subsurface pipe storage will be utilized to manage peak flow, provide water quality treatment, and provide runoff reduction volume, meeting the NYSDEC requirements.

Temporary and permanent erosion and sediment control measures will be implemented to reduce pollutants during and after construction in stormwater discharged from the site onto adjacent properties. These measures will include silt fencing, grading, erosion control matting as needed, concrete washout areas, inlet protection, a stabilized construction entrance, soil stabilization, soil stockpiles, sediment traps, dust control, and seeding and mulching.

## PROJECT DESCRIPTION

The Newburgh Recreation Center project includes a building that is approximately 36,670 square feet, fire access to the building, stormwater management features, utility connections, a subsurface wastewater treatment system, and the associated grading required for the construction. The proposed building will replace the existing hockey rink at the site, and will house indoor soccer fields, basketball courts, offices, storage areas, and bathrooms for use by park guests.

## STORMWATER OBJECTIVES

The proposed action will result in an increase in impervious surface area and the removal of natural vegetative cover. This SWPPP will show how the proposed stormwater features have been designed to meet NYSDEC's requirements for stormwater quality, quantity control, runoff reduction, and erosion and sediment controls.

## STORMWATER MANAGEMENT PLAN

The goals of this Stormwater Management Plan are to minimize impacts to adjoining properties and to minimize the impact to the water quality existing on the site. These objectives to reduce peak runoff rates and treat the water quality will be met by applying Best Management Practices (BMPs) including both temporary and permanent erosion and sediment control measures.

## METHODOLOGY

A study of the stormwater drainage characteristics was conducted and peak rates of runoff were calculated based on standards of the United States Department of Agricultural Soil and Natural Resources Conservation Service publication, Urban Hydrology for Small Watersheds. HydroCAD computer software was utilized, which incorporates information from TR-55 methodology including characteristics for watershed area, soil types, soil permeability, vegetative cover, time of concentration, topography, and rainfall intensity duration curves. Time of concentration flow paths were determined utilizing existing site survey for the predevelopment condition. Time of concentration flow paths were determined utilizing the proposed plans for the post development conditions. Soil types were delineated on site according to the boundary shown on the USDA NCRS mapping. Cover types were determined within each of the hydrologic soil groups for evaluation. Peak runoff rates for the 1, 10 and 100-year storm events were analyzed. A Type III storm distribution for a 24-hour duration was utilized for evaluation of the runoff. Peak flow rates were calculated from the project site in the predevelopment and post development conditions. The proposed cistern, sand filter, and oversized collection system piping were modeled and compared to the anticipated flow rates from the proposed addition.

## SOILS

The onsite project soils are in Hydrologic Soil Groups C and D in accordance with NRCS Soil Mapping. The soils located onsite are Mardin gravelly silt loam and Wayland soils complex. The USDA NRCS Soil Map for the project site is presented in Appendix A.

## ENDANGERED SPECIES

According to the New York State Department of Environmental Conservation (DEC) Environmental Resource Mapper (ERM), there are no known endangered species in or surrounding the proposed project site.

## CRITICAL ENVIRONMENTAL AREA

According to the New York State DEC, Chadwick Lake is considered a critical environmental area. The proposed plan will reduce the flow that enters the Lake. However, adding impervious area is proposed. Some sections of the existing asphalt are being replaced, in addition to 2680 sf of asphalt being added to the area. The drainage from the asphalt will that enter Chadwick Lake after being treated by an existing water quality facility North of the proposed recreation center.

## CULTURAL RESOURCES

A review of the online CRIS Mapper indicated that the site and proposed development was not located near any areas of cultural significance.

## WETLANDS

A review of the NYS Environmental Resources Mapper and the National Wetlands Inventory Mapper, the project site has no wetlands on or near to the site area.

## RAINFALL

Precipitation for the 1-, 2-, 10- and 100-year, 24-hour rainfall events were obtained from the Cornell Extreme Precipitation website. The 90<sup>th</sup> percentile rainfall amount (P =1.40") for the Water Quality Volume Calculation was obtained from the NYSDEC Design Manual. The website rainfall data is presented in Appendix B.

## DRAINAGE AREAS AND EXISTING CONDITIONS

Two (2) study areas with two (2) design points were utilized to study the changes in the stormwater for this project. Drainage area 1 contains the west side of the site and flows towards Chadwick Lake, and drainage area 2 contains the east side of the site and flows to the east towards the Quassaic Creek. Stormwater from the parking lot flows to Chadwick Lake, while the stormwater from the hockey rink and other impervious area on the site typically flows to the Quassaic Creek.

The drainage area maps for the existing conditions and time of concentration (Toc) are presented in Appendix C of this report.

## PROPOSED CONDITIONS

The same design points were used in the post-development model. The single drainage area from the pre-development conditions was maintained as one drainage area in the post-development model.

Drainage Area 1 contains portions of the sidewalk around the building and fire access, and the proposed firetruck turnaround extension connected to the parking lot. Drainage Area 2 contains the recreation center, a portion of the sidewalk and fire access to the building, and stormwater structures. Each drainage area contains the proposed impervious area on the site and flows via roof downspouts and sheet flow into the subsurface pipe storage and cistern before being discharged into the proposed sand filter for water quality treatment. After being filtered by the sand filter, the effluent water is then discharged further down the site towards the Quassaic Creek. It is noted that a portion of proposed impervious pathway is not being routed into the proposed sand filter, as it is downslope in an area that is infeasible to treat due to steep slopes; however, the impervious area presented by this pathway is represented in the water quality and runoff reduction calculations and is accounted for in the sand filter sizing. The proposed cistern has been sized to hold the entire RRV volume for the proposed development.

As shown on the Study Area Maps, the existing and proposed drainage areas and impervious areas are as follows:

<b>Table 1</b>	<b>DA1</b>		<b>DA2</b>		<b>Total Area (ft<sup>2</sup>)</b>
	<b>Impervious (ft<sup>2</sup>)</b>	<b>Non-Impervious (ft<sup>2</sup>)</b>	<b>Impervious (ft<sup>2</sup>)</b>	<b>Non-Impervious (ft<sup>2</sup>)</b>	
Existing Conditions	16474	11319	19133	24266	71192
Proposed Conditions	5860	2490	40293	22549	71192

These areas are shown in Appendix C of this report.

## STORMWATER MODELING

The existing conditions and proposed conditions were modeled in HydroCAD 10.20. Stormwater will be collected via roof leaders and conveyance swales and transported to the proposed stormwater management practices. The proposed cistern, sand filter, and subsurface storage chambers were designed to mitigate the increased stormwater flow rate and provide water quality treatment and meet the NYSDEC requirement for runoff reduction for the proposed warehouse development.

The comparison of existing conditions and proposed conditions demonstrates that peak flow rates at Design Point 1 and Design Point 2 will decrease in the proposed condition. The totals for the 1, 10 and 100-year storm events are reported in Tables 2 & 3:

<b>Table 2 Study Area 1 Existing &amp; Proposed Flows</b>			
<b>Storm Frequency</b>	<b>Existing Study Area 1 (cfs)</b>	<b>Proposed Study Area 1 (cfs)</b>	<b>Difference (cfs)</b>
1-yr	1.01	0.48	-0.53
10-yr	2.10	0.95	-1.15
100-yr	3.96	1.75	-2.21

<b>Table 3 Study Area 2 Existing &amp; Proposed Flows</b>			
Storm Frequency	Existing Study Area 2 (cfs)	Proposed Study Area 2 (cfs)	Difference (cfs)
1-yr	1.43	0.83	-0.60
10-yr	3.26	2.12	-1.14
100-yr	6.47	3.53	-2.94

Hydrologic and hydraulic calculations used to analyze the stormwater management system have been provided in Appendix D and E.

### CHANNEL PROTECTION VOLUME

To meet the NYSDEC’s requirement for Channel Protection Volume, the post developed 1-year storm needs 24 hours of extended detention for the volume remained from runoff reduction. This office has designed the outlet structure in the subsurface storage chambers to contain the flow and maintain a discharge that results in a net decrease in flow at the design point during the 1-year storm event. As the total flow at the design point is less in the post-development conditions than the pre-development conditions, the runoff has been reduced below the existing flow we are providing via pipes.

### WATER QUALITY VOLUME

Water Quality Volume was calculated using the entire project area. The project area used in the water quality volume calculation was 1.63 acres. The new impervious area used in the WQv calculation was 1.06 acres. As this is a redevelopment project, the existing disturbed impervious area is 0.82 acres. As per Chapter 9 of the 2015 SWMDM, only WQv treatment of 25% of the existing disturbed impervious area is required, so the total impervious area used in the WQv calculation was 0.45 acres (0.24 acres + 0.25\*0.82 acres) and 27%, (I), of the site is considered impervious. The rainfall depth used was 1.4 inches based on Figure 4.1 in the 2015 SWMDM.

The runoff coefficient is equal to  $0.05 + 0.009(I)$ . To calculate WQv, multiply the rainfall depth (P), the runoff coefficient (Rv) and site area in acres (A) then divide that by 12. Therefore, the WQv is 2,457 ft<sup>3</sup>.

The NYSDEC GI worksheets are provided in Appendix F and show the required water quality volume for the project. The sand filter and cistern sizing sheets are also included in Appendix F. Based on these volume calculations, the treatment provided in the sand filter meets the water quality requirement.

The subsurface pipe storage serves as pre-treatment for the sand filter.

## RUNOFF REDUCTION VOLUME

As per the NYSDEC design manual, a goal of treating stormwater runoff from a site is to reduce the entire Water Quality Volume via runoff reduction techniques and practices. If the entire WQv cannot be reduced, the minimum Runoff Reduction Volume, or RRv, should be reduced. This can be achieved using site design techniques, runoff reduction practices, or standard SMPs with runoff reduction capacity. The full water quality volume cannot be reduced due to moderate slopes across the site and wooded areas near the proposed development. However, the minimum RRv volume is being achieved in the proposed cistern. The cistern is sized to hold the entire minimum RRv for the proposed development. The NYSDEC GI worksheets, included in Appendix F, show the calculation of the minimum runoff reduction volume as well as the volume provided by the proposed cistern. The cistern will be utilized by the parks department for irrigation. A pump and yard hydrant are proposed for this use.

## OPERATION AND MAINTENANCE

Short Term and Long-term maintenance of on-site stormwater practices shall be in accordance with maintenance recommendations provided in the NYS Stormwater Management Design Manual. The cistern, sand filter, and subsurface storage chambers should be inspected by the owner quarterly and after significant rainfall events. Inspection and maintenance is responsibility of the Owner.

Routine maintenance of the sand filter, cistern and subsurface pipe storage includes the following recommendations:

1. Inspection and repair/replacement of stormwater area components.
2. Remove silt in areas of accumulation.
3. Hydrovac subsurface pipe storage as needed.



4. Inspect outlet control structures and discharge piping. Remove debris and or repair as required.
5. Mowing of grass growth in the sand filter.

Provided in Appendix G are the maintenance, operation, and management inspection checklists for Infiltration Trenches as that is the most effective like the proposed practice. Also included in Appendix G are the checklists for the proposed sand filter and cistern.

## EROSION AND SEDIMENT CONTROL MEASURES

Erosion and sediment control measures will be implemented during construction to minimize soil erosion and control offsite transport of sediment-laden runoff during construction. The Erosion and Sediment Control Plans, included in the separately bound project plan set, have been designed in accordance with the NYSDEC requirements.

However, the contractor, sub-contractors and operators need to be proactive in addressing erosion and sediment control issues as they arise during construction. The actual construction activities, timing, sequencing, rainfall events and weather conditions all affect erosion and sediment control issues and are beyond the control of the designer. The contractor, sub-contractors, and operators shall implement additional measures as necessary to mitigate erosion and sediment control issues if they arise. If assistance is required with the implementation of additional erosion control measures, contact the designer immediately.

The following erosion and sedimentation (E&S) control practices were selected for the project:

### **Construction Entrance**

Construction entrances will be constructed and stabilized prior to any earth moving being initiated on site. The entrance shall consist of AASHTO #1 rock compacted to a minimum depth of eight inches (8") placed on non-woven geo-textile fabric. A construction entrance detail is provided for reference on the Erosion and Sedimentation Control Plan. The construction entrance is to be maintained until the site is stabilized.

### **Silt Fence**

Subsequent to the installation of construction entrance(s), silt fencing is to be installed as shown on the Erosion and Sedimentation Control plans to mitigate sediment from being transported off-site. Additional silt fencing is to be installed around the topsoil stockpile and other areas as shown on the

Erosion and Sedimentation Control plans. Silt fence specifications shall be in accordance with the NYS Standards and Specifications for Erosion and Sediment Control manual (November 2016) or an acceptable equal. All silt fencing shall remain in place and be maintained for the duration of the project.

### **Grading**

In areas where grading is proposed on the site, an erosion control blanket and other erosion control methods are to be used to mitigate the movement of the soil and sediment. The locations of site grading and control methods are indicated in the E & S Control Plan in the project plans.

### **Concrete Washout**

A concrete washout will be present on the site to remove all slurry concrete from construction equipment to prevent slurry concrete from leaving the site. The location of the concrete washout is indicated on the E & S Control Plan in the project plans.

### **Inlet Protection**

A temporary barrier with low permeability, installed around inlets in the form of a fence, berm, or excavation around an opening, detaining water and thereby reducing the sediment content of sediment laden water by settling thus preventing heavily sediment laden water from entering a storm drain system.

### **Sediment Traps**

Sediment traps will be placed on site in locations specified on the approved plan set and be of the size and type specified to collect sediment from stormwater runoff. Sediment traps shall be constructed downstream of disturbed areas and be in place prior to disturbance within the contributory area.

### **Stockpile**

Stockpiles will be developed in the locations indicated on the E & S Control Plan in the project plans. Stockpiles are to be protected by utilizing silt fence around the proposed pile in order to mitigate the potential of sediment migration downstream.

### **Temporary Surface Stabilization**

Areas that may be disturbed multiple times during construction are to be temporarily stabilized through the use of temporary mulch and/or seed application as directed by the Engineer. Areas remaining unsterilized for a period greater than five (5) days during construction operation shall be temporarily stabilized or as directed by the Engineer. Temporary mulch and seed shall meet the requirements of the provided specifications.

### **Steep Slope Stabilization**

Jute matting is to be installed on steep slopes as shown on the Erosion and Sedimentation Control plan and other areas as needed to enhance soil stabilization. Jute matting is to be installed parallel with direction of flow and in accordance with the manufacturer's recommendation.

### **Permanent Surface Stabilization**

All areas will be stabilized by seeding, fertilizing and mulching in order to achieve permanent surface stabilization. This stabilization shall be executed as specified in the sequence of construction. Seeding, fertilizing and mulching should be performed in accordance with the specifications provided on the Erosion and Sedimentation Control plan. Temporary seeding shall be utilized in the event that site grading operations are interrupted due to weather or other site conditions.

### **Dust Control**

Airborne dust resulting from construction activities shall be monitored and minimized by utilizing a water truck on site in order to suppress dust from becoming airborne if and when necessary. Frequency of water placement for dust suppression shall be determined based on current site conditions and weather.

### **Soil Restoration**

As required by NYSDEC, all areas that have been compacted by construction activities must be restored by deep-ripping and de-compaction. How to restore the soil by means of deep ripping and de-compaction is shown in Appendix H.

### **Culvert Outlet Protection**

Culvert outlet protection was designed for the proposed culvert outlets in accordance with the NYSDEC Standards for Erosion and Sediment Control 2016. See Appendix I.

### **Pollution Prevention Methods**

An on-site dumpster shall be used to dispose of construction debris. Chemicals are to be utilized to prevent soil contamination and to not be left out overnight. Any spill shall be reported to the New York State Spill Hotline (1-800-457-7362). Federal and State law require the responsible party to notify government agencies and to contain, clean up, and dispose of any spilled/contaminated material in order to correct any environmental damage.

## **NOI, NOT, CURRENT PERMIT AND CONTRACTOR'S CERTIFICATION**

A copy of the Notice of Intent (NOI) is presented in Appendix J. However, the NOI must be submitted to the NYSDEC electronically. A copy of the Notice of Termination (NOT) is presented in Appendix K. A copy of the current permit is covered in Appendix L.

The owner shall maintain a copy of the General Permit (GP-020-001), NOI, NOI Acknowledgment Letter, SWPPP, MS4, SWPPP Acceptance Form, inspection reports, responsible contractor's or subcontractor's certification statement, and all documentation necessary to demonstrate eligibility with this permit at the construction site until all disturbed areas have achieved final stabilization and the NOT has been submitted to the NYSDEC. The documents must be maintained in a secure location, such as a job trailer, on-site construction office, or mailbox with lock. The secure location must be accessible during normal business hours to an individual performing a compliance inspection.

Each contractor and all subcontractors involved with any form of earth disturbance for the project shall prepare and sign a copy of the Contractor's Certification Statement presented in Appendix M.

## **SUMMARY**

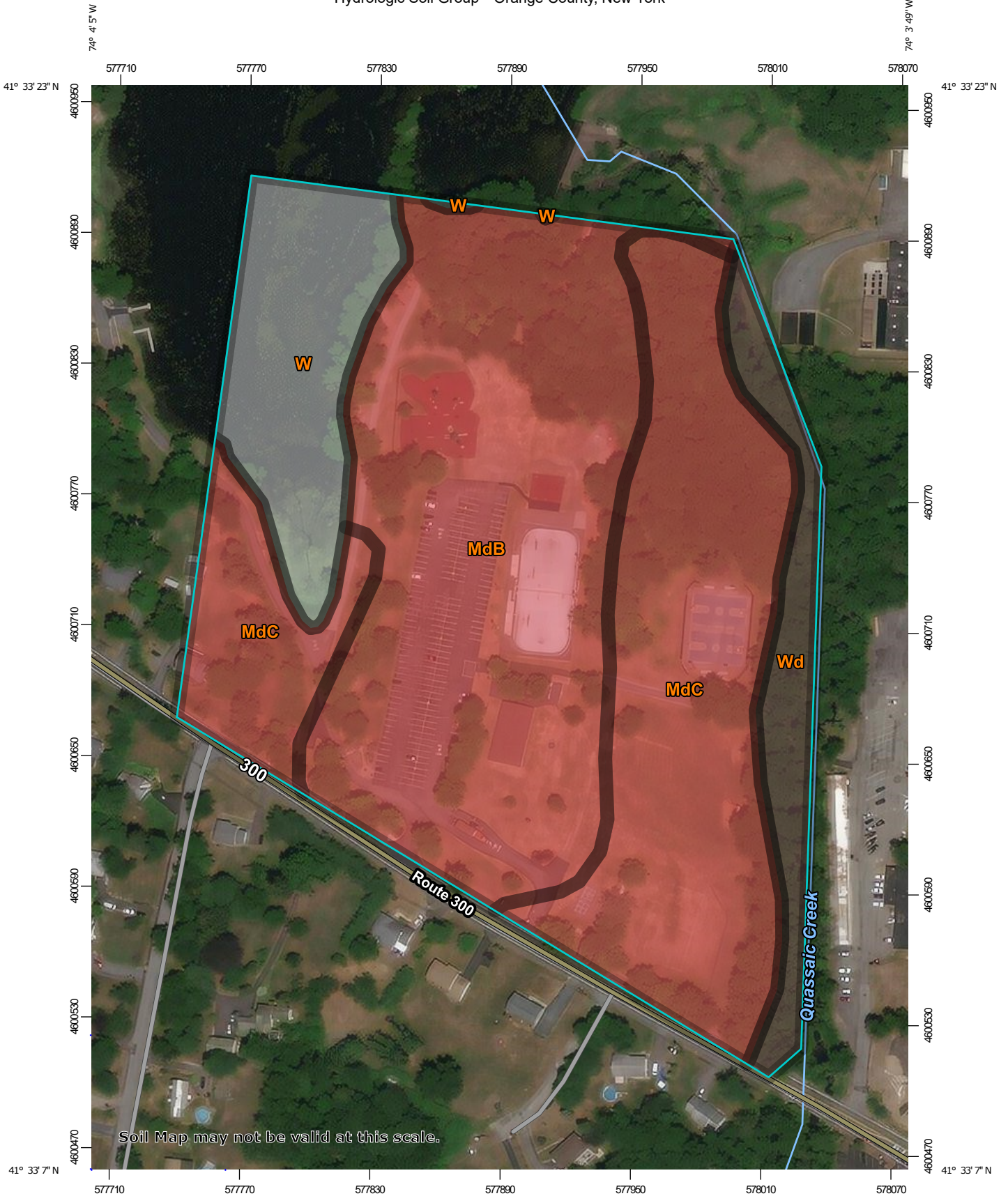
The Newburgh Recreation Center project has been designed in accordance with the requirements of the New York State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges Associated with Construction Activities Permit No. GP-0-20-001. The site includes stormwater management

features to meet the water quality and the quantity control requirements. Additionally, the project includes erosion and sediment control measures to be implemented during construction and addresses post construction maintenance.

# APPENDIX A

## USDA NRCS SOILS MAP

Hydrologic Soil Group—Orange County, New York



Map Scale: 1:2,420 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

3/23/2022  
Page 1 of 4

## MAP LEGEND

### Area of Interest (AOI)









 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons





 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines


 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points

 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available


### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Orange County, New York  
 Survey Area Data: Version 22, Aug 29, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 7, 2013—Feb 26, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
MdB	Mardin gravelly silt loam, 3 to 8 percent slopes	D	9.4	43.2%
MdC	Mardin gravelly silt loam, 8 to 15 percent slopes	D	8.2	37.4%
W	Water		2.6	12.1%
Wd	Wayland soils complex, non-calcareous substratum, 0 to 3 percent slopes, frequently flooded	B/D	1.6	7.3%
<b>Totals for Area of Interest</b>			<b>21.8</b>	<b>100.0%</b>

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

# APPENDIX B

## NORTHEAST REGIONAL CLIMATE CENTER (RAINFALL)

# Extreme Precipitation Tables

## Northeast Regional Climate Center

Data represents point estimates calculated from partial duration series. All precipitation amounts are displayed in inches.

<b>Smoothing</b>	Yes
<b>State</b>	New York
<b>Location</b>	
<b>Longitude</b>	74.066 degrees West
<b>Latitude</b>	41.552 degrees North
<b>Elevation</b>	0 feet
<b>Date/Time</b>	Thu, 06 Oct 2022 08:24:48 -0400

### Extreme Precipitation Estimates

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
<b>1yr</b>	0.32	0.50	0.62	0.81	1.01	1.25	<b>1yr</b>	0.87	1.18	1.43	1.76	2.14	2.61	2.98	<b>1yr</b>	2.31	2.87	3.33	3.97	4.60	<b>1yr</b>
<b>2yr</b>	0.38	0.59	0.74	0.97	1.22	1.52	<b>2yr</b>	1.05	1.42	1.74	2.13	2.60	3.15	3.57	<b>2yr</b>	2.79	3.43	3.93	4.63	5.27	<b>2yr</b>
<b>5yr</b>	0.45	0.71	0.88	1.18	1.52	1.90	<b>5yr</b>	1.31	1.75	2.19	2.68	3.26	3.94	4.50	<b>5yr</b>	3.48	4.33	4.96	5.72	6.47	<b>5yr</b>
<b>10yr</b>	0.51	0.80	1.01	1.37	1.78	2.26	<b>10yr</b>	1.54	2.06	2.60	3.20	3.88	4.66	5.37	<b>10yr</b>	4.13	5.16	5.92	6.71	7.57	<b>10yr</b>
<b>25yr</b>	0.59	0.94	1.20	1.67	2.22	2.84	<b>25yr</b>	1.92	2.54	3.28	4.03	4.88	5.84	6.79	<b>25yr</b>	5.17	6.53	7.49	8.29	9.33	<b>25yr</b>
<b>50yr</b>	0.68	1.08	1.39	1.95	2.62	3.37	<b>50yr</b>	2.26	2.99	3.91	4.80	5.80	6.92	8.11	<b>50yr</b>	6.13	7.80	8.95	9.75	10.92	<b>50yr</b>
<b>100yr</b>	0.77	1.24	1.60	2.27	3.10	4.01	<b>100yr</b>	2.67	3.51	4.66	5.73	6.90	8.21	9.70	<b>100yr</b>	7.27	9.32	10.71	11.46	12.80	<b>100yr</b>
<b>200yr</b>	0.87	1.43	1.85	2.65	3.67	4.78	<b>200yr</b>	3.16	4.14	5.56	6.83	8.22	9.75	11.60	<b>200yr</b>	8.63	11.15	12.82	13.48	15.02	<b>200yr</b>
<b>500yr</b>	1.05	1.73	2.26	3.28	4.59	6.01	<b>500yr</b>	3.96	5.14	7.01	8.61	10.35	12.23	14.70	<b>500yr</b>	10.83	14.14	16.28	16.72	18.56	<b>500yr</b>

### Lower Confidence Limits

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
<b>1yr</b>	0.29	0.45	0.55	0.74	0.91	1.07	<b>1yr</b>	0.78	1.04	1.23	1.53	1.99	2.15	2.41	<b>1yr</b>	1.90	2.32	2.77	3.30	3.83	<b>1yr</b>
<b>2yr</b>	0.37	0.57	0.71	0.96	1.18	1.41	<b>2yr</b>	1.02	1.38	1.59	2.04	2.56	3.05	3.43	<b>2yr</b>	2.70	3.30	3.75	4.45	5.08	<b>2yr</b>
<b>5yr</b>	0.42	0.64	0.80	1.09	1.39	1.63	<b>5yr</b>	1.20	1.60	1.85	2.39	2.98	3.62	4.09	<b>5yr</b>	3.20	3.94	4.51	5.15	5.97	<b>5yr</b>
<b>10yr</b>	0.46	0.71	0.88	1.23	1.58	1.83	<b>10yr</b>	1.37	1.79	2.08	2.68	3.35	4.11	4.66	<b>10yr</b>	3.64	4.48	5.16	5.74	6.73	<b>10yr</b>
<b>25yr</b>	0.53	0.81	1.00	1.43	1.88	2.10	<b>25yr</b>	1.62	2.06	2.39	3.03	3.89	4.85	5.53	<b>25yr</b>	4.29	5.32	6.12	6.60	7.95	<b>25yr</b>
<b>50yr</b>	0.59	0.89	1.11	1.60	2.16	2.33	<b>50yr</b>	1.86	2.28	2.67	3.38	4.37	5.50	6.28	<b>50yr</b>	4.87	6.04	7.00	7.33	9.04	<b>50yr</b>
<b>100yr</b>	0.66	1.00	1.25	1.80	2.47	2.60	<b>100yr</b>	2.14	2.54	3.00	3.78	4.92	6.23	7.14	<b>100yr</b>	5.51	6.86	8.00	8.09	10.30	<b>100yr</b>
<b>200yr</b>	0.74	1.12	1.42	2.06	2.87	2.90	<b>200yr</b>	2.47	2.83	3.36	4.24	5.55	7.03	8.11	<b>200yr</b>	6.22	7.80	9.16	8.90	11.78	<b>200yr</b>
<b>500yr</b>	0.88	1.31	1.69	2.45	3.49	3.35	<b>500yr</b>	3.01	3.28	3.92	4.94	6.51	8.28	9.57	<b>500yr</b>	7.33	9.20	10.97	10.06	14.12	<b>500yr</b>

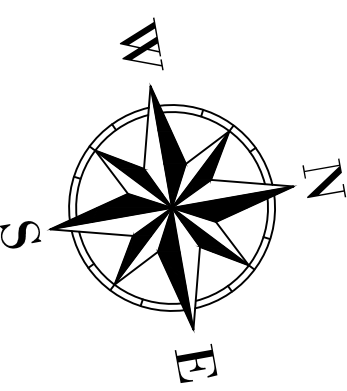
### Upper Confidence Limits

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
<b>1yr</b>	0.35	0.54	0.66	0.89	1.10	1.33	<b>1yr</b>	0.95	1.30	1.52	1.92	2.40	2.87	3.29	<b>1yr</b>	2.54	3.16	3.71	4.25	5.08	<b>1yr</b>
<b>2yr</b>	0.40	0.62	0.76	1.03	1.27	1.53	<b>2yr</b>	1.10	1.49	1.73	2.22	2.77	3.31	3.71	<b>2yr</b>	2.93	3.57	4.16	4.84	5.51	<b>2yr</b>
<b>5yr</b>	0.49	0.76	0.95	1.30	1.65	1.95	<b>5yr</b>	1.42	1.91	2.24	2.87	3.61	4.27	4.91	<b>5yr</b>	3.78	4.72	5.44	6.29	7.03	<b>5yr</b>
<b>10yr</b>	0.58	0.90	1.11	1.55	2.01	2.38	<b>10yr</b>	1.73	2.33	2.73	3.52	4.42	5.22	6.07	<b>10yr</b>	4.62	5.84	6.73	7.71	8.50	<b>10yr</b>
<b>25yr</b>	0.73	1.11	1.38	1.98	2.60	3.10	<b>25yr</b>	2.24	3.03	3.58	4.72	5.78	6.81	8.06	<b>25yr</b>	6.02	7.75	8.95	10.10	10.93	<b>25yr</b>
<b>50yr</b>	0.87	1.32	1.64	2.36	3.17	3.79	<b>50yr</b>	2.74	3.70	4.39	5.82	7.07	8.33	10.00	<b>50yr</b>	7.37	9.61	11.13	12.42	13.20	<b>50yr</b>
<b>100yr</b>	1.03	1.55	1.95	2.81	3.86	4.63	<b>100yr</b>	3.33	4.53	5.38	7.18	8.67	10.20	12.42	<b>100yr</b>	9.03	11.94	13.82	15.29	15.93	<b>100yr</b>
<b>200yr</b>	1.22	1.83	2.32	3.36	4.69	5.66	<b>200yr</b>	4.05	5.53	6.60	8.87	10.62	12.51	15.45	<b>200yr</b>	11.07	14.86	17.19	18.87	19.22	<b>200yr</b>
<b>500yr</b>	1.54	2.29	2.94	4.28	6.08	7.39	<b>500yr</b>	5.25	7.22	8.66	11.73	13.89	16.40	20.64	<b>500yr</b>	14.52	19.85	22.97	24.96	24.61	<b>500yr</b>



# APPENDIX C

## PRE-DEVELOPMENT AND POST-DEVELOPMENT CONDITIONS STUDY AREA MAPS



UNAUTHORIZED ADDITION OR ALTERATION OF THIS PLAN IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW.

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## TOWN OF NEWBURGH RECREATION CENTER

CHADWICK LAKE PARK  
 1702 ROUTE 300  
 NEWBURGH, N.Y. 12550

### PRE-DEVELOPMENT STORM WATER STUDY PLAN

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUED DATE: \_\_\_\_\_  
 DESIGN BY: A.P.M.  
 DRAWN BY: J.R.J.  
 CHECKED BY: S.E.A.  
 REVIEWED BY: M.W.W.

SHEET NO.

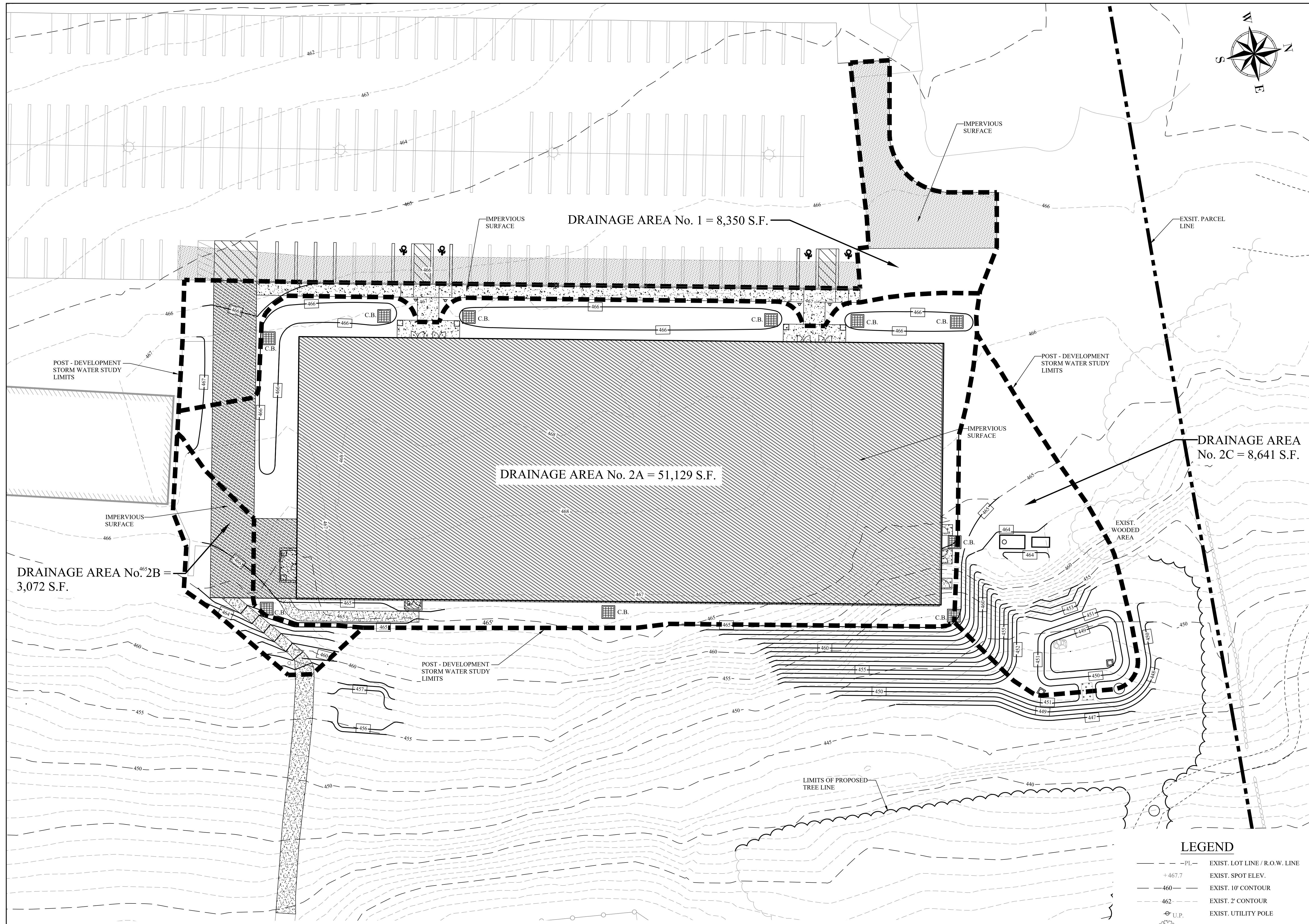
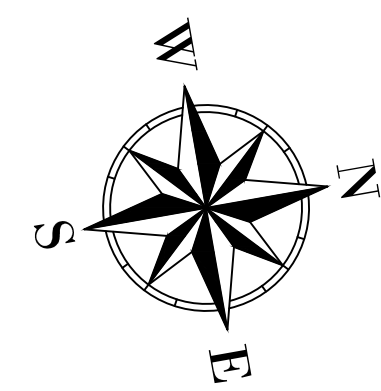
# C-601

PROJECT # 21-135 PHASE #

#### LEGEND

- PL- EXIST. LOT LINE / R.O.W. LINE
- +467.7 EXIST. SPOT ELEV.
- 460- EXIST. 10' CONTOUR
- 462- EXIST. 2' CONTOUR
- U.P. EXIST. UTILITY POLE
- (Tree Symbol) EXIST. TREE

T:\2021\135 Newburgh Recreation Center\Drafting\1-135 Newburgh Recreation Center 2023-9-13.dwg, C-601, 9/29/2023 2:59:02 PM



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**TOWN OF NEWBURGH RECREATION CENTER**  
 CHADWICK LAKE PARK  
 1702 ROUTE 300  
 NEWBURGH, N.Y. 12550

**POST-DEVELOPMENT STORM WATER STUDY PLAN**

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUED DATE: \_\_\_\_\_  
 DESIGN BY: A.P.M.  
 DRAWN BY: J.R.J.  
 CHECKED BY: S.E.A.  
 REVIEWED BY: M.W.W.

SHEET NO. **C-602**  
 PROJECT # 21-135 PHASE # \_\_\_\_\_

**LEGEND**

-PL-	EXIST. LOT LINE / R.O.W. LINE
+467.7	EXIST. SPOT ELEV.
-460-	EXIST. 10' CONTOUR
-462-	EXIST. 2' CONTOUR
U.P.	EXIST. UTILITY POLE
(Tree symbol)	EXIST. TREE
(460)	PROP. CONTOUR
(C.B. symbol)	PROP. CATCH BASIN

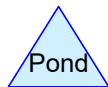
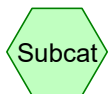
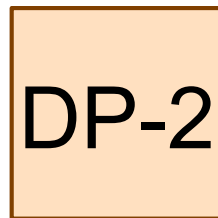
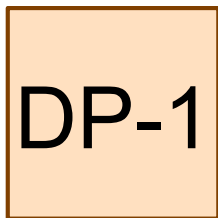
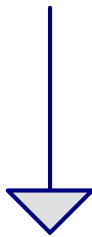
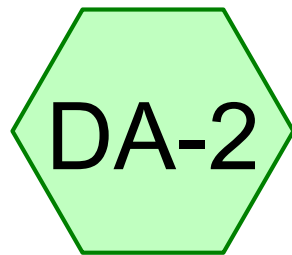
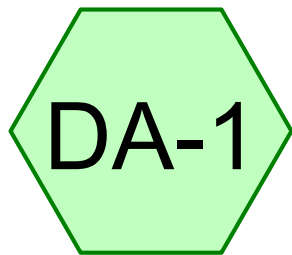
**1** POST-DEVELOPMENT STORM WATER STUDY PLAN  
 SCALE: N.T.S.

T:\2021\135 Newburgh Recreation Center\Drafting\1-135 Newburgh Recreation Center 2023-9-13.dwg, C-602, 9/29/2023 2:59:08 PM

# APPENDIX D

## EXISTING CONDITIONS HYDROCADD MODEL





# HydroCAD Newburgh Rec Pre 2023-9-13

Prepared by MHE Engineering

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Page 2

## Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	1-Year	Type III 24-hr		Default	24.00	1	2.61	2
2	10-Year	Type III 24-hr		Default	24.00	1	4.66	2
3	100-Year	Type III 24-hr		Default	24.00	1	8.21	2
4	WQv	Type III 24-hr		Default	24.00	1	1.40	2

# HydroCAD Newburgh Rec Pre 2023-9-13

Prepared by MHE Engineering

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Page 3

## Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.662	80	>75% Grass cover, Good, HSG D (DA-1, DA-2)
0.817	98	Paved parking, HSG D (DA-1, DA-2)
0.155	77	Woods, Good, HSG D (DA-2)
<b>1.634</b>	<b>89</b>	<b>TOTAL AREA</b>

# HydroCAD Newburgh Rec Pre 2023-9-13

Prepared by MHE Engineering

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Page 4

## Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
1.634	HSG D	DA-1, DA-2
0.000	Other	
<b>1.634</b>		<b>TOTAL AREA</b>

# HydroCAD Newburgh Rec Pre 2023-9-13

Prepared by MHE Engineering

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Page 5

## Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	0.000	0.662	0.000	0.662	>75% Grass cover, Good	DA-1, DA-2
0.000	0.000	0.000	0.817	0.000	0.817	Paved parking	DA-1, DA-2
0.000	0.000	0.000	0.155	0.000	0.155	Woods, Good	DA-2
<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>1.634</b>	<b>0.000</b>	<b>1.634</b>	<b>TOTAL AREA</b>	

Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment DA-1:** Runoff Area=27,793 sf 59.27% Impervious Runoff Depth=1.71"  
Flow Length=114' Tc=13.1 min CN=91 Runoff=1.01 cfs 0.091 af

**Subcatchment DA-2:** Runoff Area=43,399 sf 44.09% Impervious Runoff Depth=1.40"  
Flow Length=198' Tc=10.1 min CN=87 Runoff=1.43 cfs 0.117 af

**Reach DP-1:** Inflow=1.01 cfs 0.091 af  
Outflow=1.01 cfs 0.091 af

**Reach DP-2:** Inflow=1.43 cfs 0.117 af  
Outflow=1.43 cfs 0.117 af

**Total Runoff Area = 1.634 ac Runoff Volume = 0.207 af Average Runoff Depth = 1.52"**  
**49.98% Pervious = 0.817 ac 50.02% Impervious = 0.817 ac**

**Summary for Subcatchment DA-1:**

Runoff = 1.01 cfs @ 12.18 hrs, Volume= 0.091 af, Depth= 1.71"  
 Routed to Reach DP-1 :

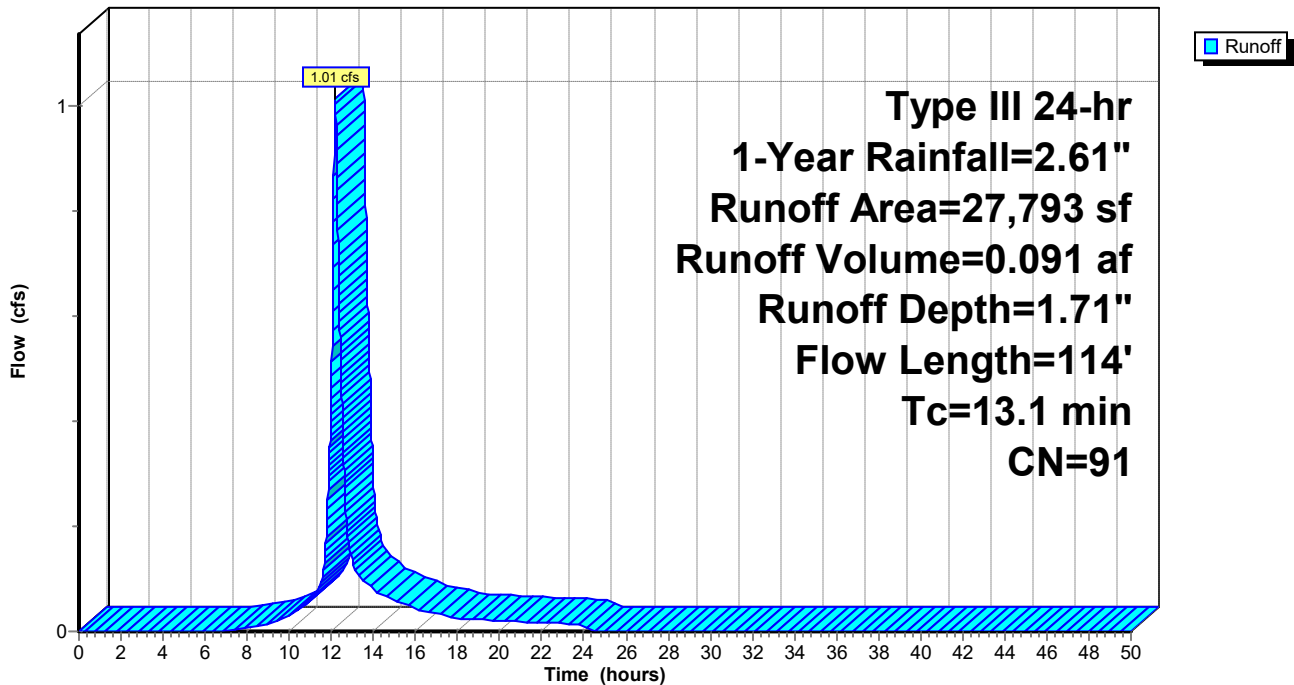
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs  
 Type III 24-hr 1-Year Rainfall=2.61"

Area (sf)	CN	Description
16,474	98	Paved parking, HSG D
11,319	80	>75% Grass cover, Good, HSG D
27,793	91	Weighted Average
11,319		40.73% Pervious Area
16,474		59.27% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0100	0.13		<b>Sheet Flow, A-B</b>
					Grass: Short n= 0.150 P2= 3.20"
0.2	14	0.0096	1.47		<b>Shallow Concentrated Flow, B-C</b>
					Grassed Waterway Kv= 15.0 fps
13.1	114	Total			

**Subcatchment DA-1:**

Hydrograph



**Summary for Subcatchment DA-2:**

Runoff = 1.43 cfs @ 12.14 hrs, Volume= 0.117 af, Depth= 1.40"  
 Routed to Reach DP-2 :

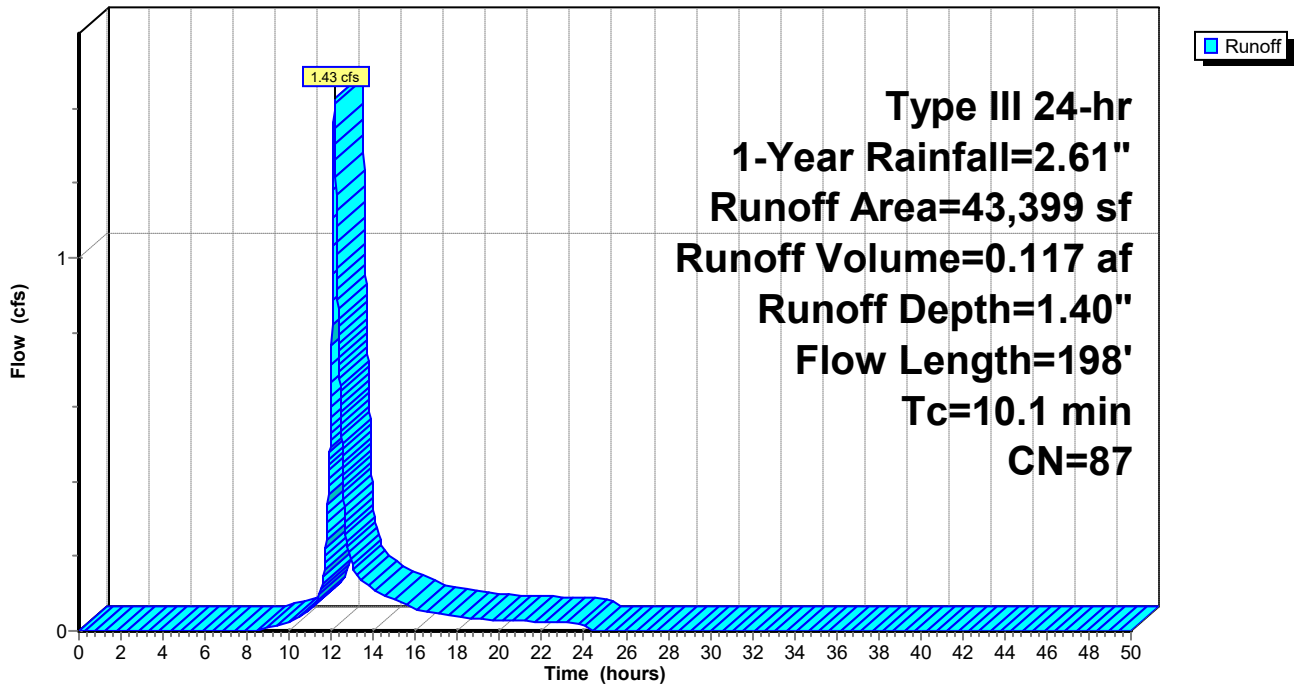
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs  
 Type III 24-hr 1-Year Rainfall=2.61"

Area (sf)	CN	Description
19,133	98	Paved parking, HSG D
17,512	80	>75% Grass cover, Good, HSG D
6,754	77	Woods, Good, HSG D
43,399	87	Weighted Average
24,266		55.91% Pervious Area
19,133		44.09% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8	100	0.0200	0.17		<b>Sheet Flow, A-B</b>
					Grass: Short n= 0.150 P2= 3.20"
0.3	98	0.1734	6.25		<b>Shallow Concentrated Flow, B-C</b>
					Grassed Waterway Kv= 15.0 fps
10.1	198	Total			

**Subcatchment DA-2:**

Hydrograph





### Summary for Reach DP-1:

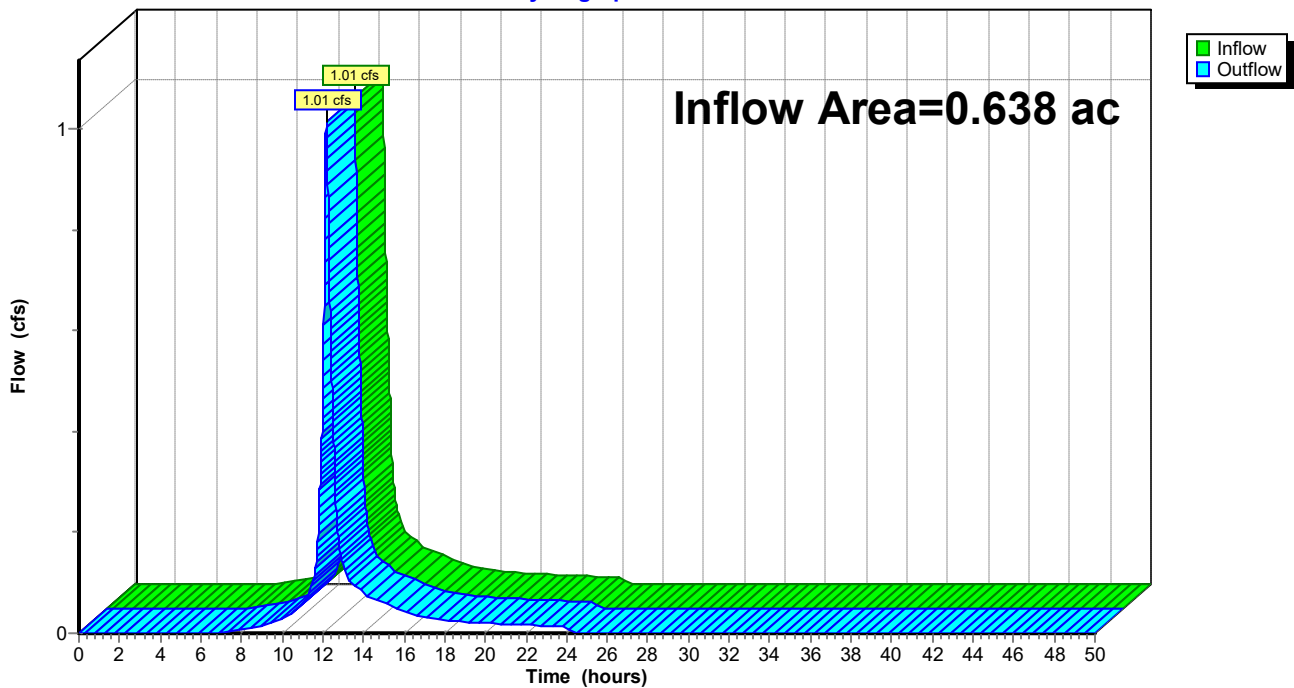
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.638 ac, 59.27% Impervious, Inflow Depth = 1.71" for 1-Year event  
Inflow = 1.01 cfs @ 12.18 hrs, Volume= 0.091 af  
Outflow = 1.01 cfs @ 12.18 hrs, Volume= 0.091 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-1:

Hydrograph



### Summary for Reach DP-2:

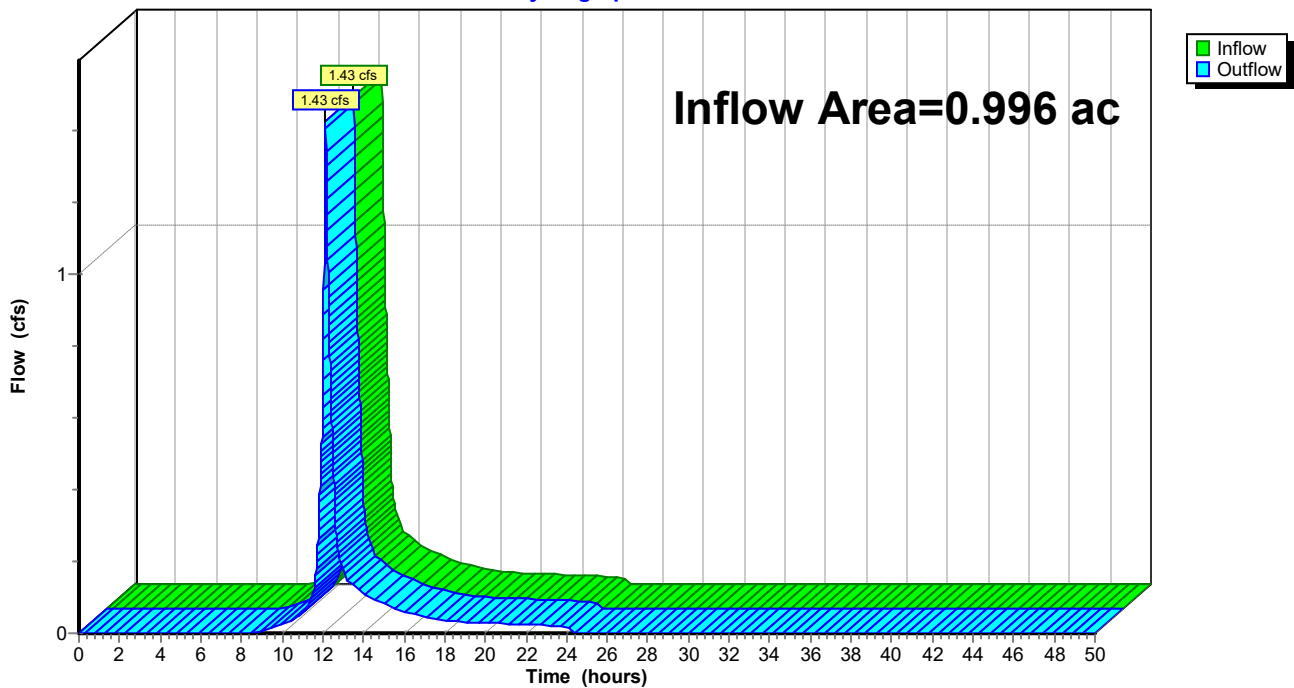
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.996 ac, 44.09% Impervious, Inflow Depth = 1.40" for 1-Year event  
Inflow = 1.43 cfs @ 12.14 hrs, Volume= 0.117 af  
Outflow = 1.43 cfs @ 12.14 hrs, Volume= 0.117 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

Hydrograph



Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment DA-1:** Runoff Area=27,793 sf 59.27% Impervious Runoff Depth=3.65"  
Flow Length=114' Tc=13.1 min CN=91 Runoff=2.10 cfs 0.194 af

**Subcatchment DA-2:** Runoff Area=43,399 sf 44.09% Impervious Runoff Depth=3.25"  
Flow Length=198' Tc=10.1 min CN=87 Runoff=3.26 cfs 0.270 af

**Reach DP-1:** Inflow=2.10 cfs 0.194 af  
Outflow=2.10 cfs 0.194 af

**Reach DP-2:** Inflow=3.26 cfs 0.270 af  
Outflow=3.26 cfs 0.270 af

**Total Runoff Area = 1.634 ac Runoff Volume = 0.464 af Average Runoff Depth = 3.41"**  
**49.98% Pervious = 0.817 ac 50.02% Impervious = 0.817 ac**

**Summary for Subcatchment DA-1:**

Runoff = 2.10 cfs @ 12.18 hrs, Volume= 0.194 af, Depth= 3.65"  
 Routed to Reach DP-1 :

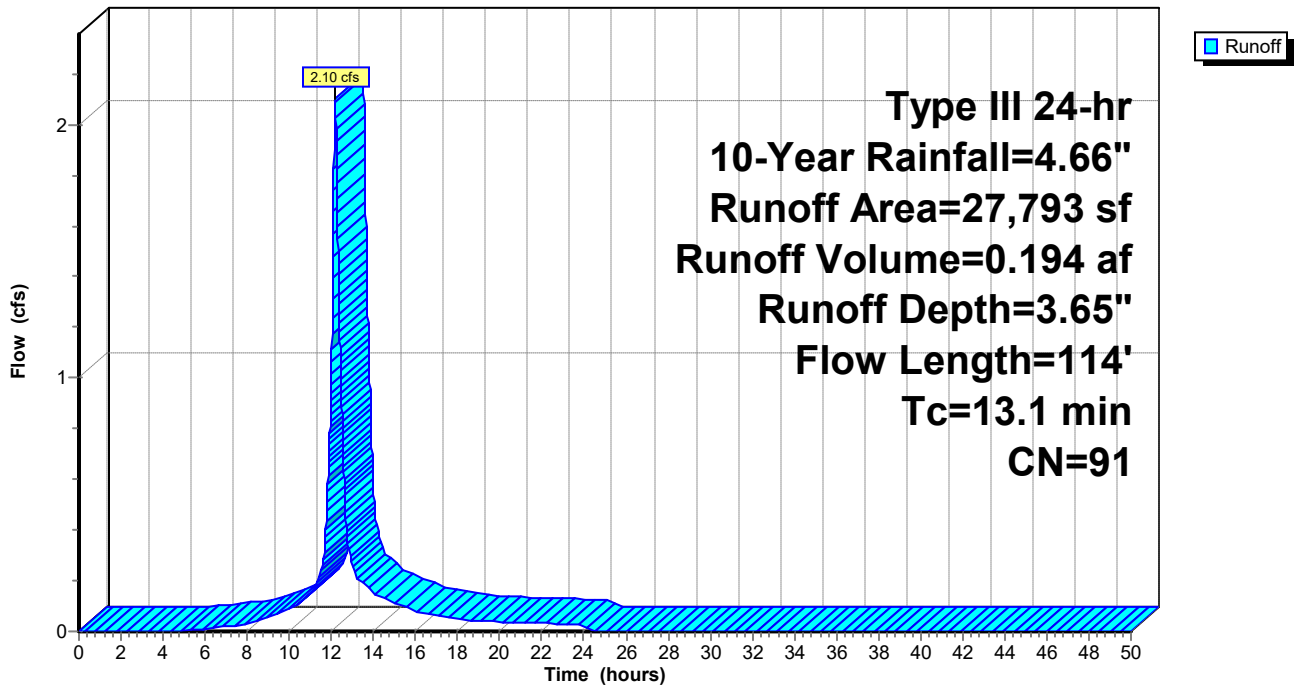
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs  
 Type III 24-hr 10-Year Rainfall=4.66"

Area (sf)	CN	Description
16,474	98	Paved parking, HSG D
11,319	80	>75% Grass cover, Good, HSG D
27,793	91	Weighted Average
11,319		40.73% Pervious Area
16,474		59.27% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0100	0.13		<b>Sheet Flow, A-B</b>
					Grass: Short n= 0.150 P2= 3.20"
0.2	14	0.0096	1.47		<b>Shallow Concentrated Flow, B-C</b>
					Grassed Waterway Kv= 15.0 fps
13.1	114	Total			

**Subcatchment DA-1:**

Hydrograph



**Summary for Subcatchment DA-2:**

Runoff = 3.26 cfs @ 12.14 hrs, Volume= 0.270 af, Depth= 3.25"  
 Routed to Reach DP-2 :

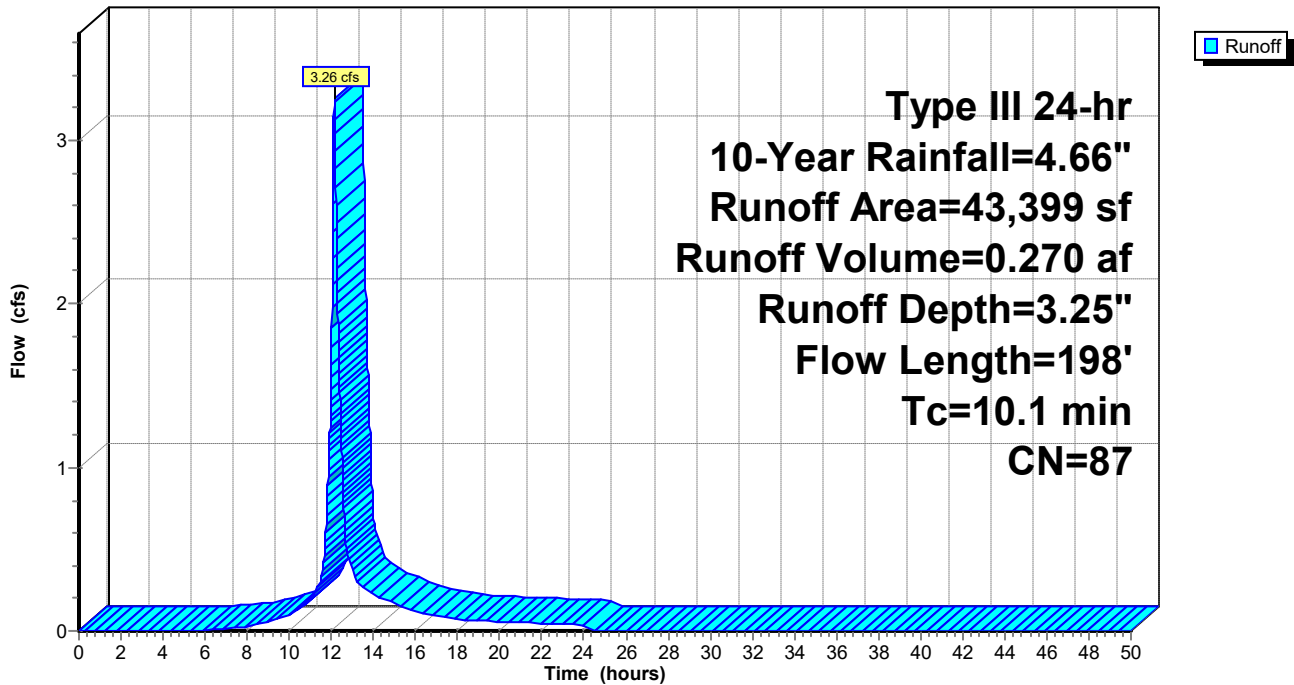
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs  
 Type III 24-hr 10-Year Rainfall=4.66"

Area (sf)	CN	Description
19,133	98	Paved parking, HSG D
17,512	80	>75% Grass cover, Good, HSG D
6,754	77	Woods, Good, HSG D
43,399	87	Weighted Average
24,266		55.91% Pervious Area
19,133		44.09% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8	100	0.0200	0.17		<b>Sheet Flow, A-B</b>
					Grass: Short n= 0.150 P2= 3.20"
0.3	98	0.1734	6.25		<b>Shallow Concentrated Flow, B-C</b>
					Grassed Waterway Kv= 15.0 fps
10.1	198	Total			

**Subcatchment DA-2:**

Hydrograph



### Summary for Reach DP-1:

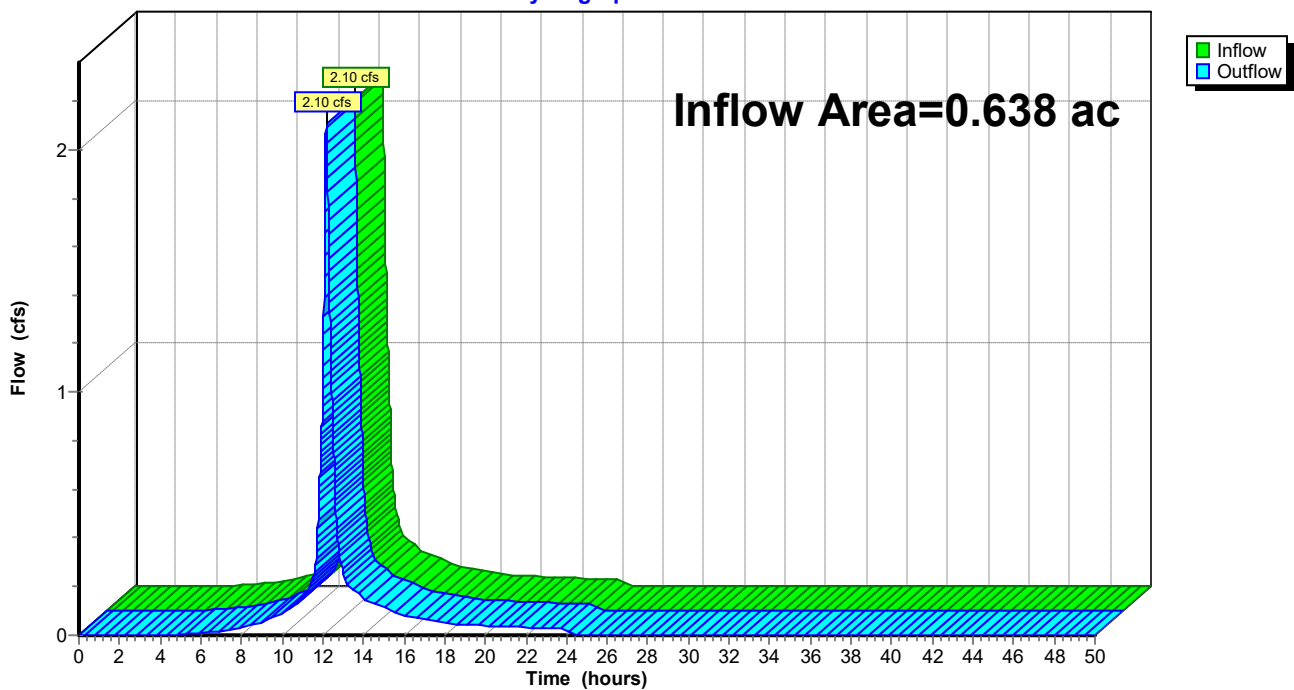
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.638 ac, 59.27% Impervious, Inflow Depth = 3.65" for 10-Year event  
Inflow = 2.10 cfs @ 12.18 hrs, Volume= 0.194 af  
Outflow = 2.10 cfs @ 12.18 hrs, Volume= 0.194 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-1:

Hydrograph



### Summary for Reach DP-2:

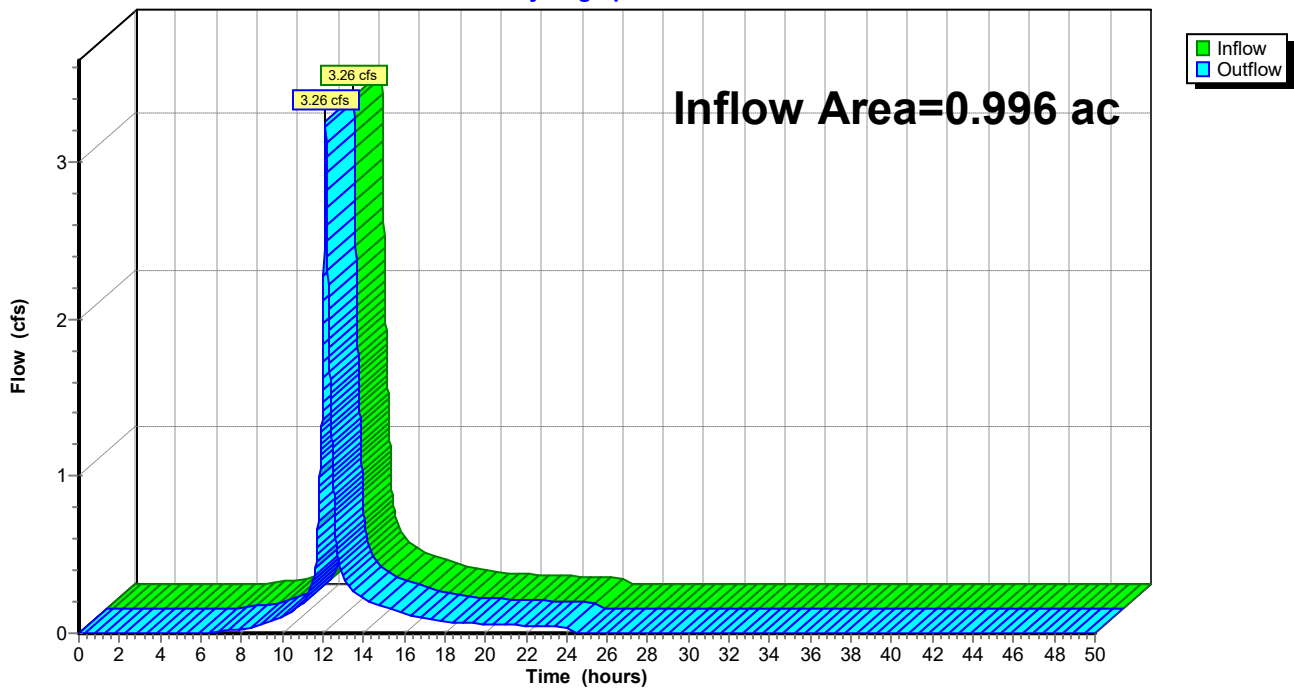
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.996 ac, 44.09% Impervious, Inflow Depth = 3.25" for 10-Year event  
Inflow = 3.26 cfs @ 12.14 hrs, Volume= 0.270 af  
Outflow = 3.26 cfs @ 12.14 hrs, Volume= 0.270 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

Hydrograph



Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment DA-1:** Runoff Area=27,793 sf 59.27% Impervious Runoff Depth=7.13"  
Flow Length=114' Tc=13.1 min CN=91 Runoff=3.96 cfs 0.379 af

**Subcatchment DA-2:** Runoff Area=43,399 sf 44.09% Impervious Runoff Depth=6.65"  
Flow Length=198' Tc=10.1 min CN=87 Runoff=6.47 cfs 0.552 af

**Reach DP-1:** Inflow=3.96 cfs 0.379 af  
Outflow=3.96 cfs 0.379 af

**Reach DP-2:** Inflow=6.47 cfs 0.552 af  
Outflow=6.47 cfs 0.552 af

**Total Runoff Area = 1.634 ac Runoff Volume = 0.932 af Average Runoff Depth = 6.84"**  
**49.98% Pervious = 0.817 ac 50.02% Impervious = 0.817 ac**



**Summary for Subcatchment DA-1:**

Runoff = 3.96 cfs @ 12.17 hrs, Volume= 0.379 af, Depth= 7.13"  
 Routed to Reach DP-1 :

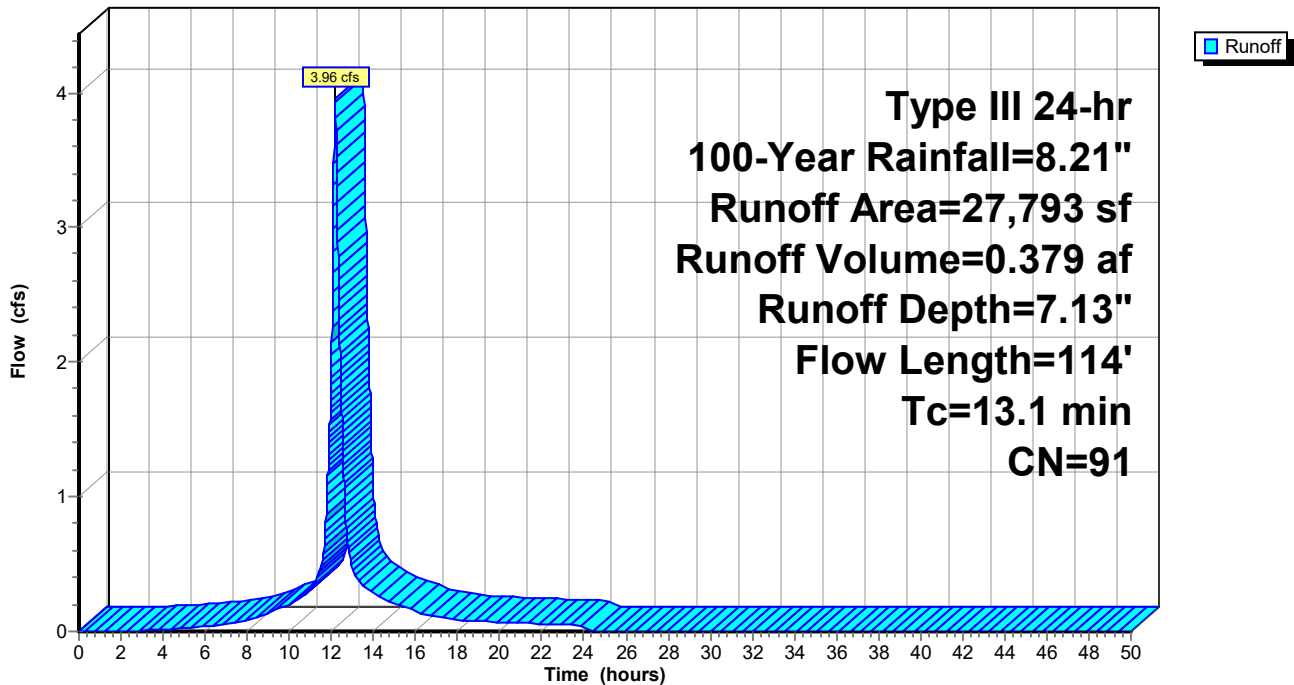
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs  
 Type III 24-hr 100-Year Rainfall=8.21"

Area (sf)	CN	Description
16,474	98	Paved parking, HSG D
11,319	80	>75% Grass cover, Good, HSG D
27,793	91	Weighted Average
11,319		40.73% Pervious Area
16,474		59.27% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0100	0.13		<b>Sheet Flow, A-B</b>
					Grass: Short n= 0.150 P2= 3.20"
0.2	14	0.0096	1.47		<b>Shallow Concentrated Flow, B-C</b>
					Grassed Waterway Kv= 15.0 fps
13.1	114	Total			

**Subcatchment DA-1:**

Hydrograph



**Summary for Subcatchment DA-2:**

Runoff = 6.47 cfs @ 12.13 hrs, Volume= 0.552 af, Depth= 6.65"  
 Routed to Reach DP-2 :

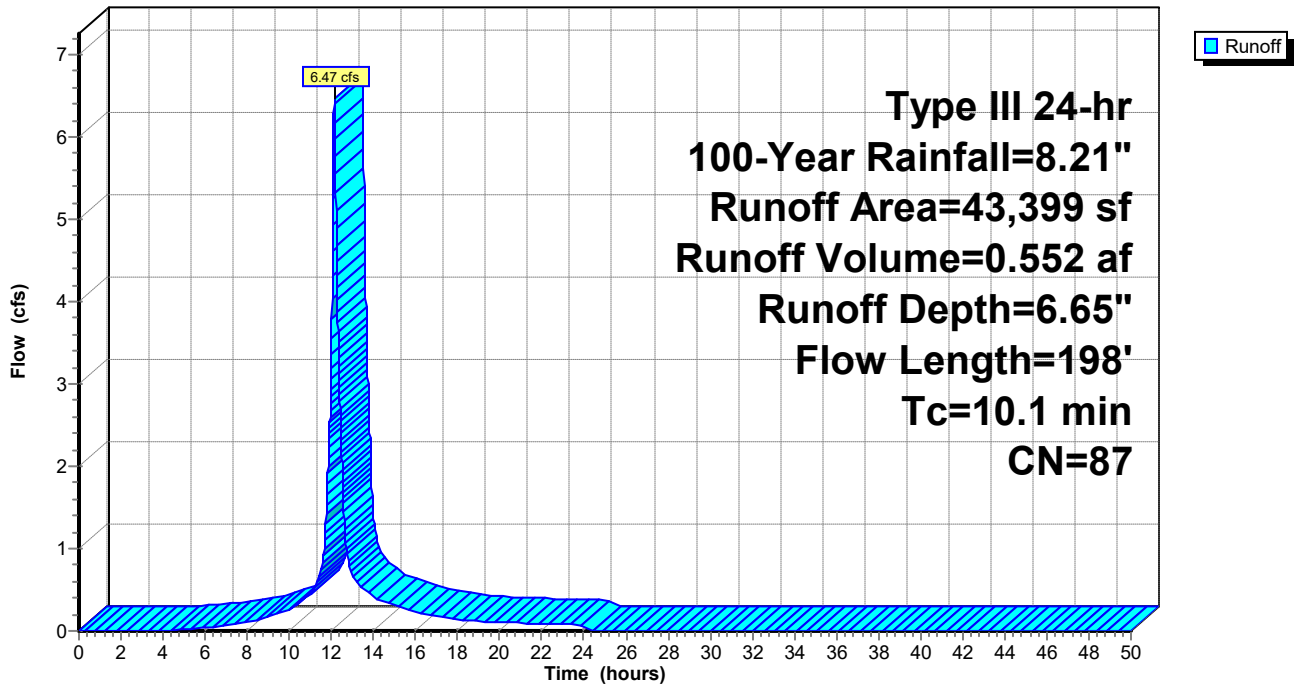
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs  
 Type III 24-hr 100-Year Rainfall=8.21"

Area (sf)	CN	Description
19,133	98	Paved parking, HSG D
17,512	80	>75% Grass cover, Good, HSG D
6,754	77	Woods, Good, HSG D
43,399	87	Weighted Average
24,266		55.91% Pervious Area
19,133		44.09% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8	100	0.0200	0.17		<b>Sheet Flow, A-B</b>
					Grass: Short n= 0.150 P2= 3.20"
0.3	98	0.1734	6.25		<b>Shallow Concentrated Flow, B-C</b>
					Grassed Waterway Kv= 15.0 fps
10.1	198	Total			

**Subcatchment DA-2:**

Hydrograph



### Summary for Reach DP-1:

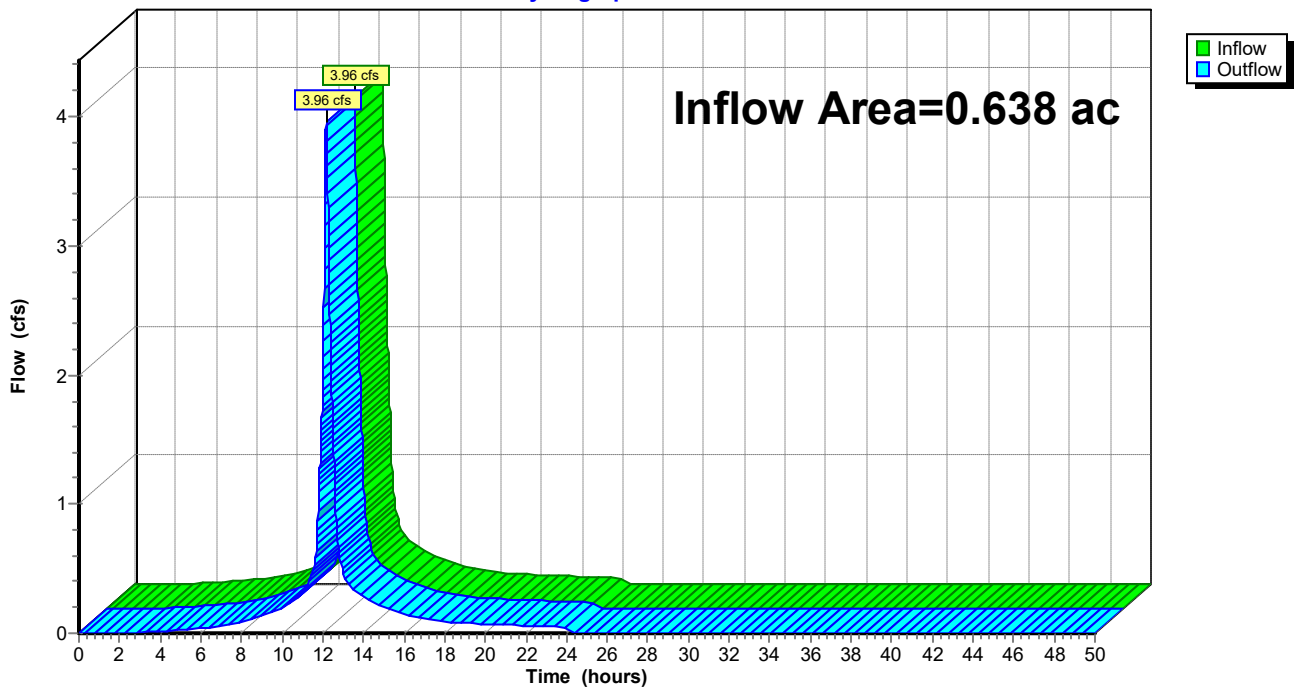
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.638 ac, 59.27% Impervious, Inflow Depth = 7.13" for 100-Year event  
Inflow = 3.96 cfs @ 12.17 hrs, Volume= 0.379 af  
Outflow = 3.96 cfs @ 12.17 hrs, Volume= 0.379 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-1:

Hydrograph



### Summary for Reach DP-2:

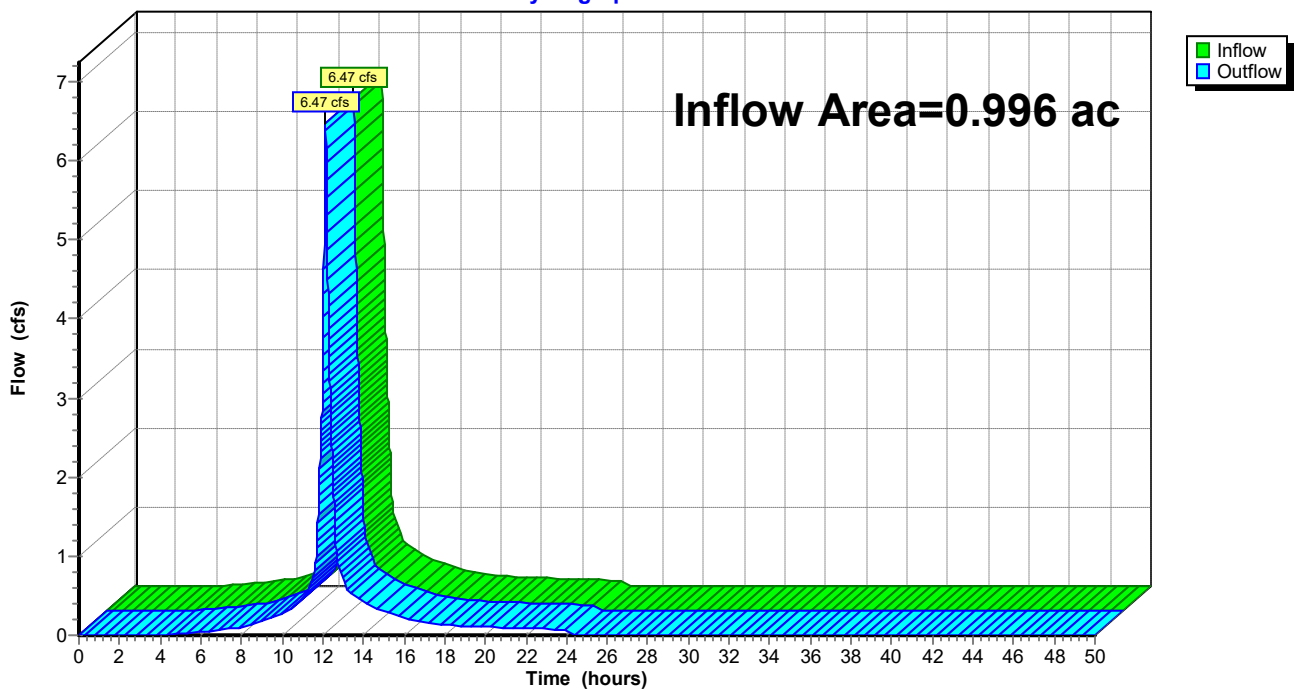
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.996 ac, 44.09% Impervious, Inflow Depth = 6.65" for 100-Year event  
Inflow = 6.47 cfs @ 12.13 hrs, Volume= 0.552 af  
Outflow = 6.47 cfs @ 12.13 hrs, Volume= 0.552 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

Hydrograph



Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment DA-1:** Runoff Area=27,793 sf 59.27% Impervious Runoff Depth=0.66"  
Flow Length=114' Tc=13.1 min CN=91 Runoff=0.39 cfs 0.035 af

**Subcatchment DA-2:** Runoff Area=43,399 sf 44.09% Impervious Runoff Depth=0.47"  
Flow Length=198' Tc=10.1 min CN=87 Runoff=0.45 cfs 0.039 af

**Reach DP-1:** Inflow=0.39 cfs 0.035 af  
Outflow=0.39 cfs 0.035 af

**Reach DP-2:** Inflow=0.45 cfs 0.039 af  
Outflow=0.45 cfs 0.039 af

**Total Runoff Area = 1.634 ac Runoff Volume = 0.074 af Average Runoff Depth = 0.54"**  
**49.98% Pervious = 0.817 ac 50.02% Impervious = 0.817 ac**

**Summary for Subcatchment DA-1:**

Runoff = 0.39 cfs @ 12.18 hrs, Volume= 0.035 af, Depth= 0.66"  
 Routed to Reach DP-1 :

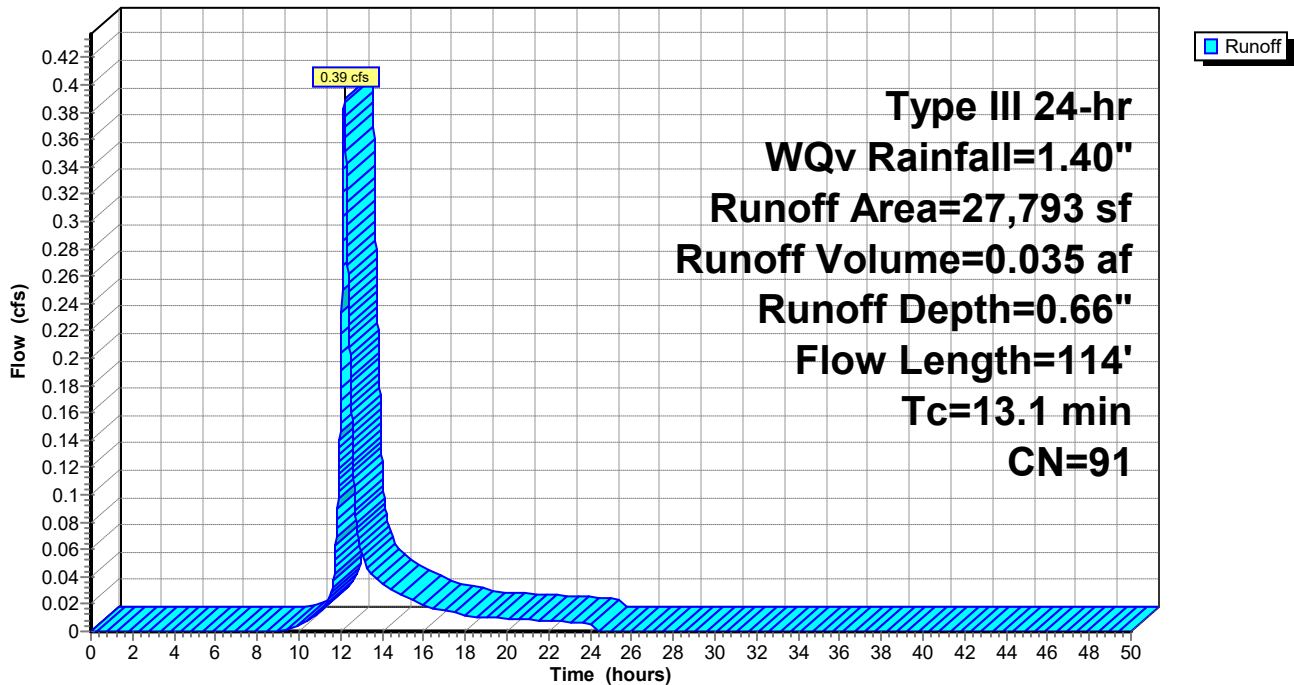
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs  
 Type III 24-hr WQv Rainfall=1.40"

Area (sf)	CN	Description
16,474	98	Paved parking, HSG D
11,319	80	>75% Grass cover, Good, HSG D
27,793	91	Weighted Average
11,319		40.73% Pervious Area
16,474		59.27% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0100	0.13		<b>Sheet Flow, A-B</b>
					Grass: Short n= 0.150 P2= 3.20"
0.2	14	0.0096	1.47		<b>Shallow Concentrated Flow, B-C</b>
					Grassed Waterway Kv= 15.0 fps
13.1	114	Total			

**Subcatchment DA-1:**

Hydrograph



**Summary for Subcatchment DA-2:**

Runoff = 0.45 cfs @ 12.15 hrs, Volume= 0.039 af, Depth= 0.47"  
 Routed to Reach DP-2 :

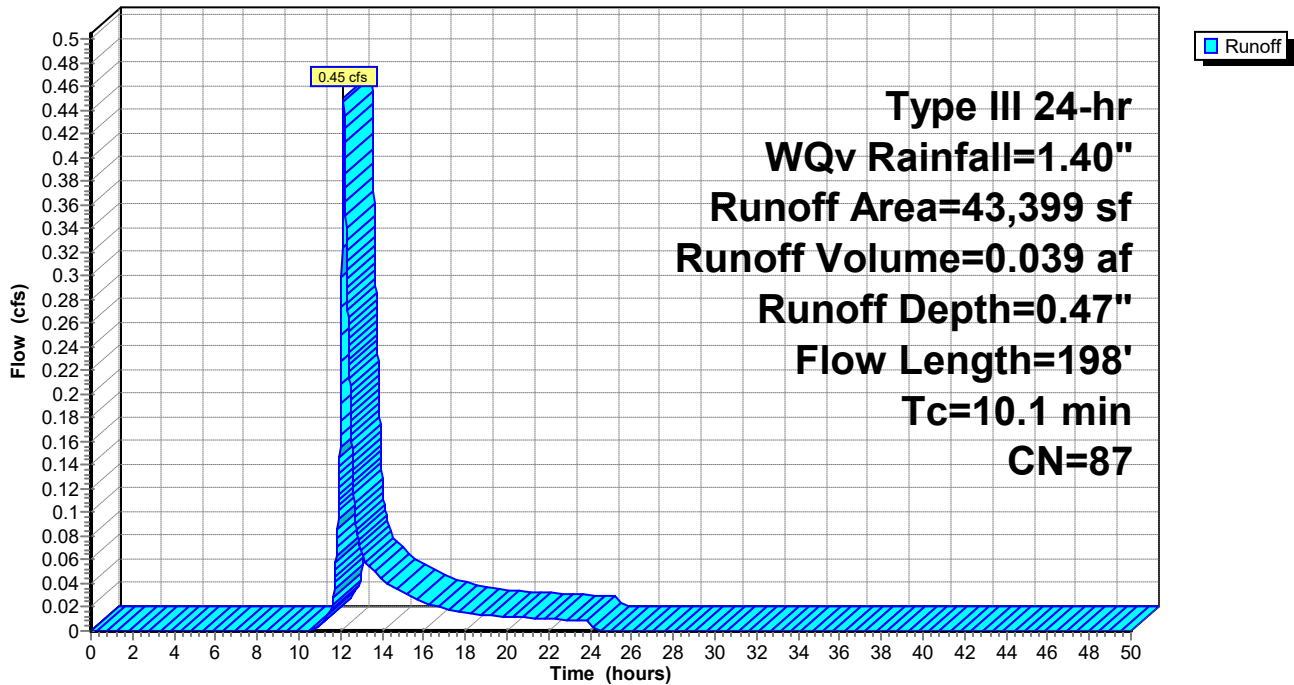
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs  
 Type III 24-hr WQv Rainfall=1.40"

Area (sf)	CN	Description
19,133	98	Paved parking, HSG D
17,512	80	>75% Grass cover, Good, HSG D
6,754	77	Woods, Good, HSG D
43,399	87	Weighted Average
24,266		55.91% Pervious Area
19,133		44.09% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8	100	0.0200	0.17		<b>Sheet Flow, A-B</b>
					Grass: Short n= 0.150 P2= 3.20"
0.3	98	0.1734	6.25		<b>Shallow Concentrated Flow, B-C</b>
					Grassed Waterway Kv= 15.0 fps
10.1	198	Total			

**Subcatchment DA-2:**

Hydrograph



### Summary for Reach DP-1:

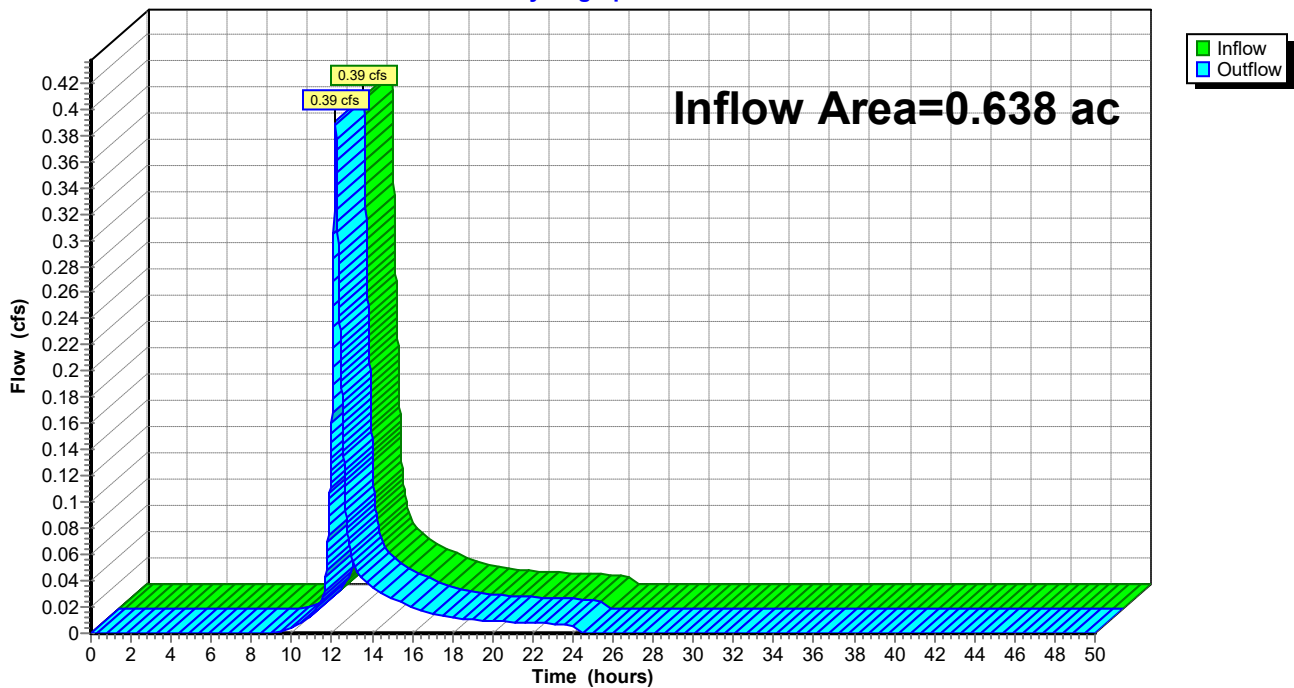
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.638 ac, 59.27% Impervious, Inflow Depth = 0.66" for WQv event  
Inflow = 0.39 cfs @ 12.18 hrs, Volume= 0.035 af  
Outflow = 0.39 cfs @ 12.18 hrs, Volume= 0.035 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-1:

Hydrograph





### Summary for Reach DP-2:

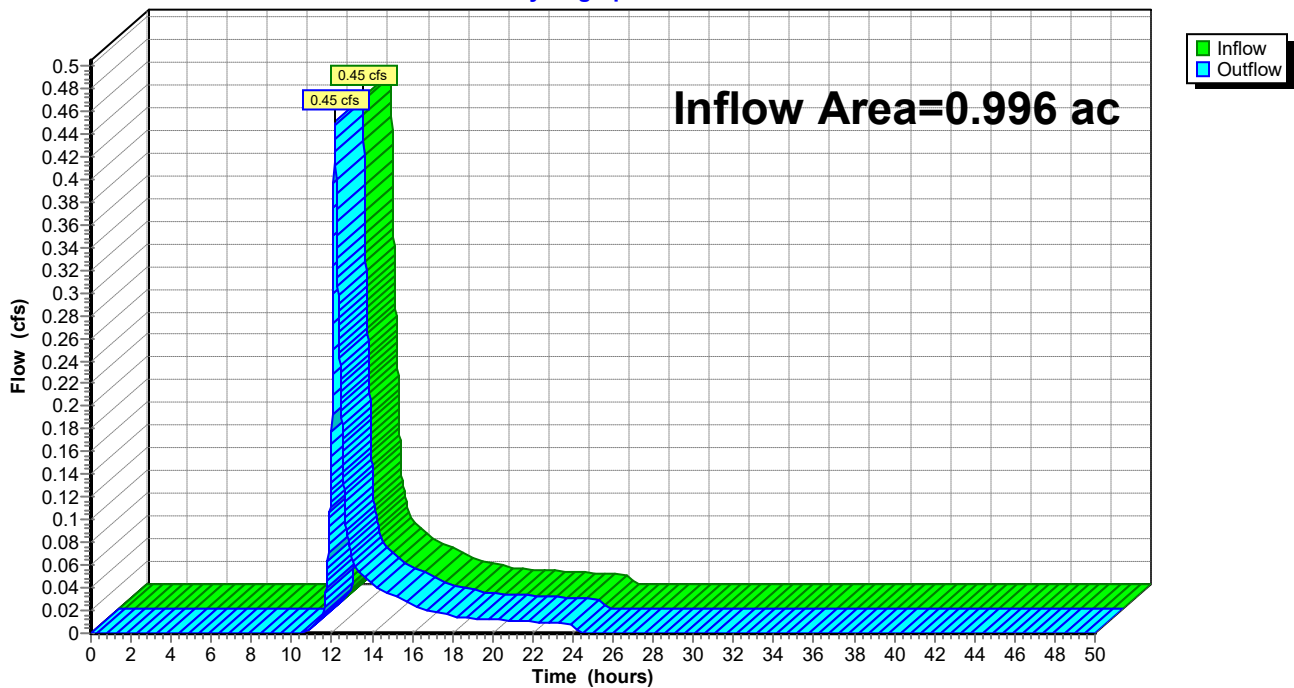
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 0.996 ac, 44.09% Impervious, Inflow Depth = 0.47" for WQv event  
Inflow = 0.45 cfs @ 12.15 hrs, Volume= 0.039 af  
Outflow = 0.45 cfs @ 12.15 hrs, Volume= 0.039 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

#### Hydrograph



# APPENDIX E

## PROPOSED CONDITIONS HYDROCADD MODEL

# HydroCAD Newburgh Rec Post 2023-9-20

Prepared by MHE Engineering

HydroCAD® 10.20-3f s/n 04138 © 2023 HydroCAD Software Solutions LLC

Printed 9/29/2023

Page 1

## Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	1-Year	Type III 24-hr		Default	24.00	1	2.61	2
2	10-Year	Type III 24-hr		Default	24.00	1	4.66	2
3	100-Year	Type III 24-hr		Default	24.00	1	8.21	2
4	Custom	Type III 24-hr		Default	24.00	1	1.40	2
5	WQv	Type III 24-hr		Default	24.00	1	1.40	2

### Summary for Reach DP-2:

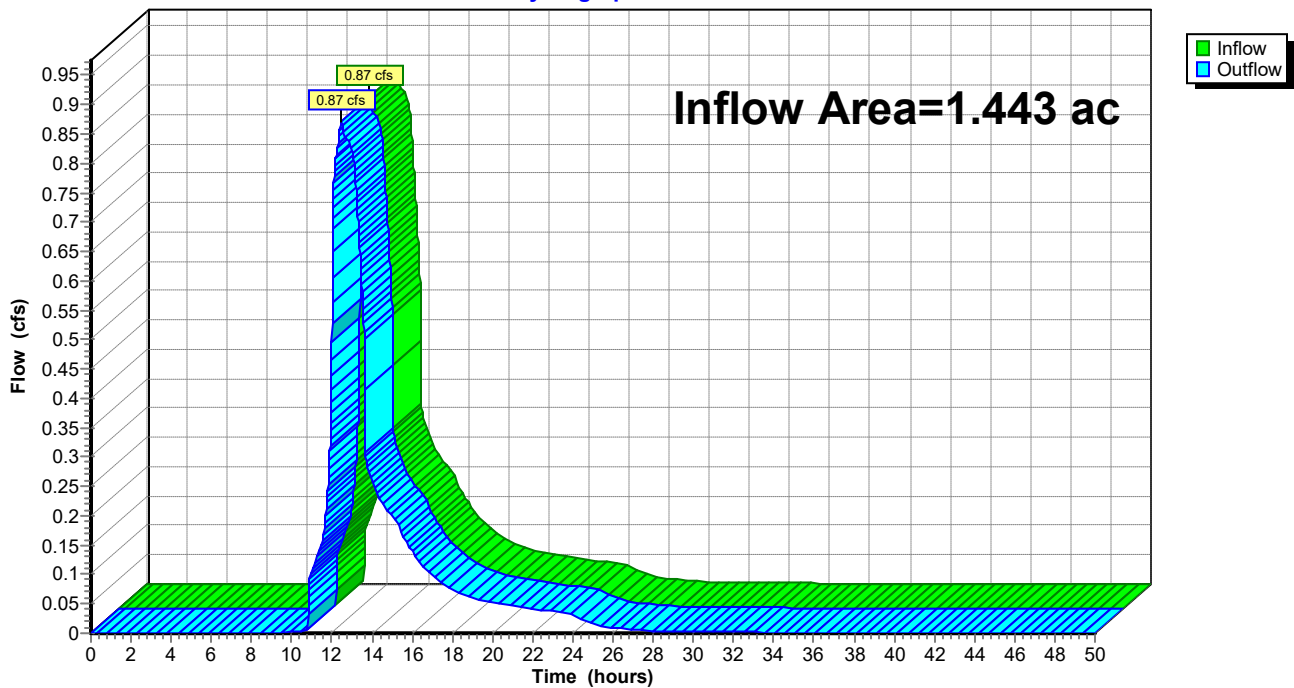
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 1.443 ac, 64.12% Impervious, Inflow Depth = 1.73" for 1-Year event  
Inflow = 0.87 cfs @ 12.48 hrs, Volume= 0.208 af  
Outflow = 0.87 cfs @ 12.48 hrs, Volume= 0.208 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

Hydrograph



### Summary for Reach DP-2:

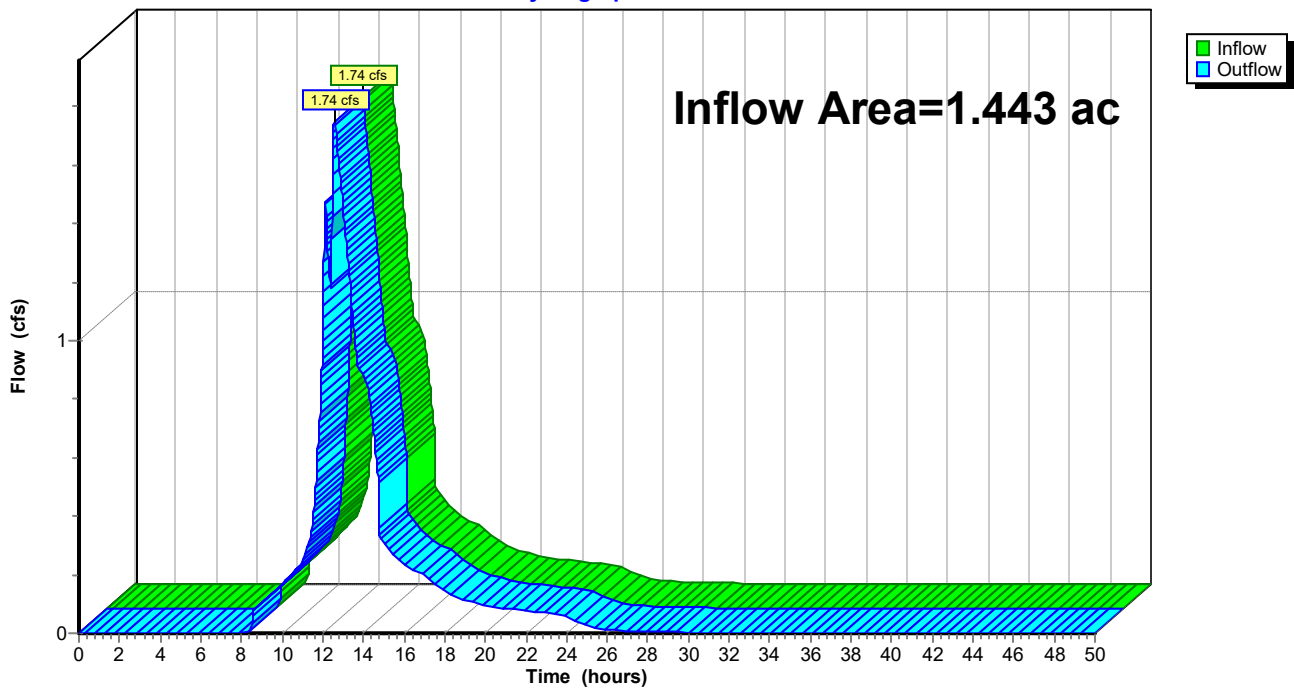
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 1.443 ac, 64.12% Impervious, Inflow Depth = 3.67" for 10-Year event  
Inflow = 1.74 cfs @ 12.56 hrs, Volume= 0.441 af  
Outflow = 1.74 cfs @ 12.56 hrs, Volume= 0.441 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

Hydrograph



### Summary for Reach DP-2:

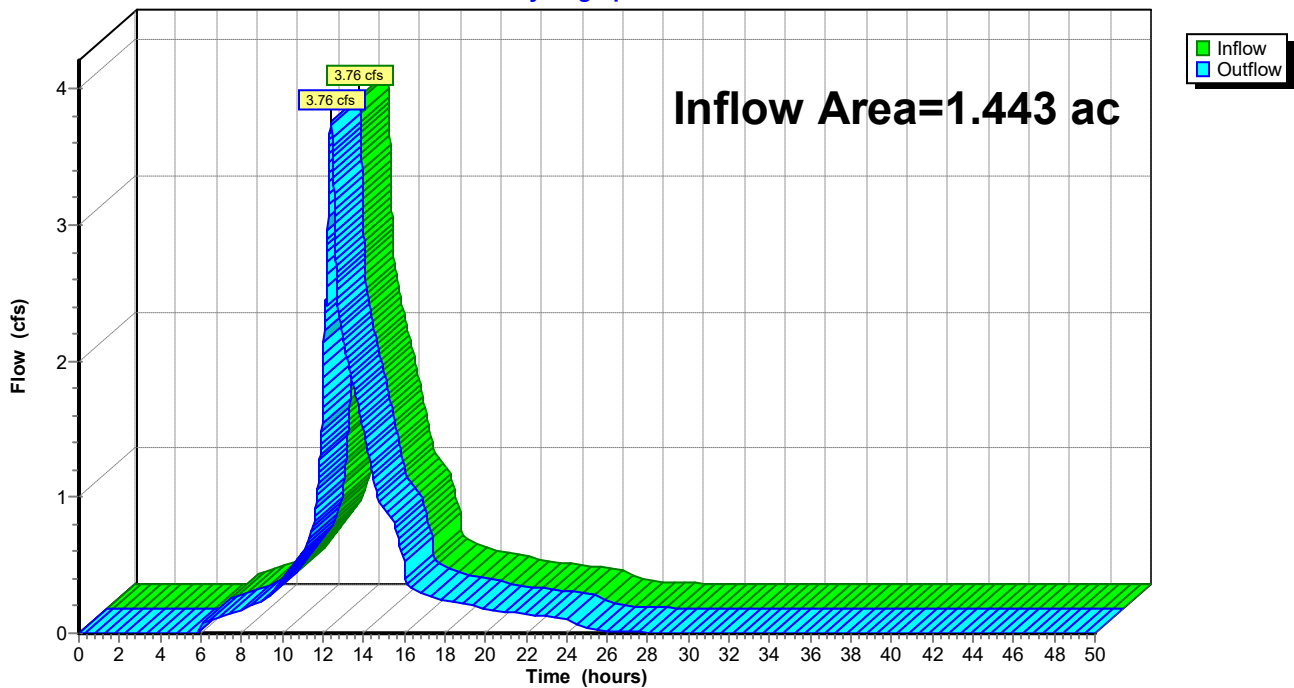
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 1.443 ac, 64.12% Impervious, Inflow Depth = 7.14" for 100-Year event  
Inflow = 3.76 cfs @ 12.40 hrs, Volume= 0.859 af  
Outflow = 3.76 cfs @ 12.40 hrs, Volume= 0.859 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

Hydrograph



### Summary for Reach DP-2:

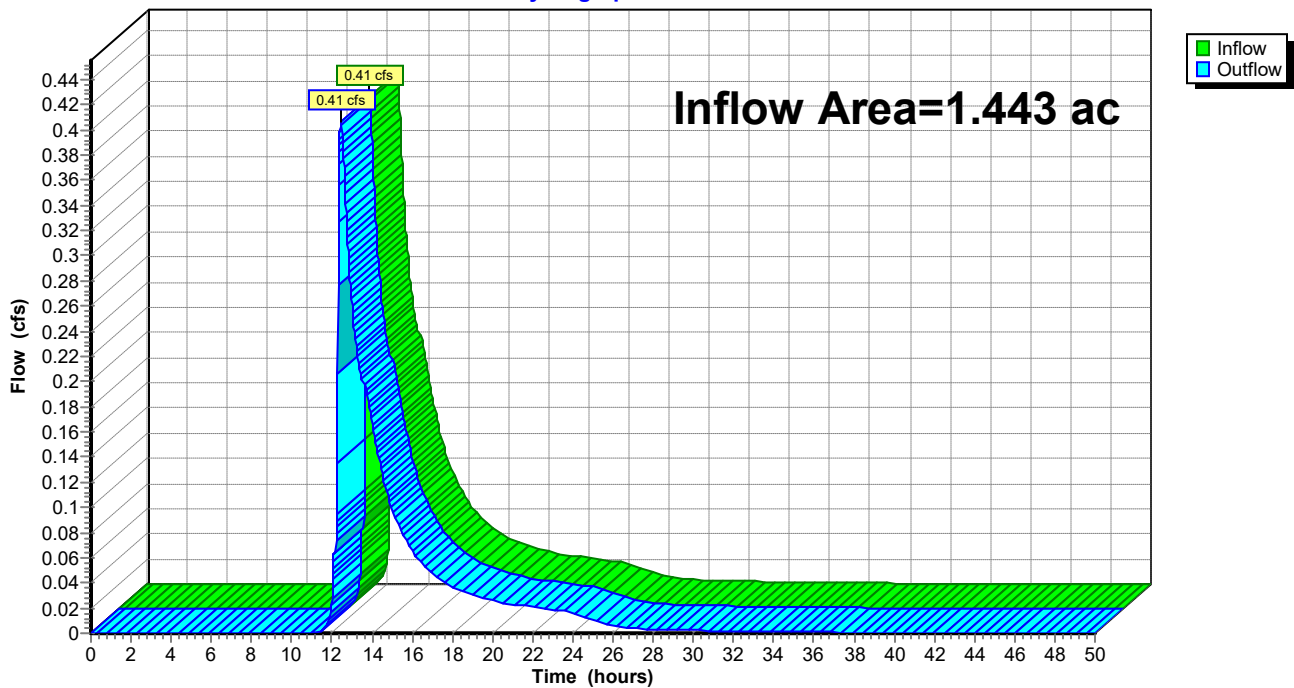
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 1.443 ac, 64.12% Impervious, Inflow Depth > 0.67" for Custom event  
Inflow = 0.41 cfs @ 12.45 hrs, Volume= 0.080 af  
Outflow = 0.41 cfs @ 12.45 hrs, Volume= 0.080 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

Hydrograph



### Summary for Reach DP-2:

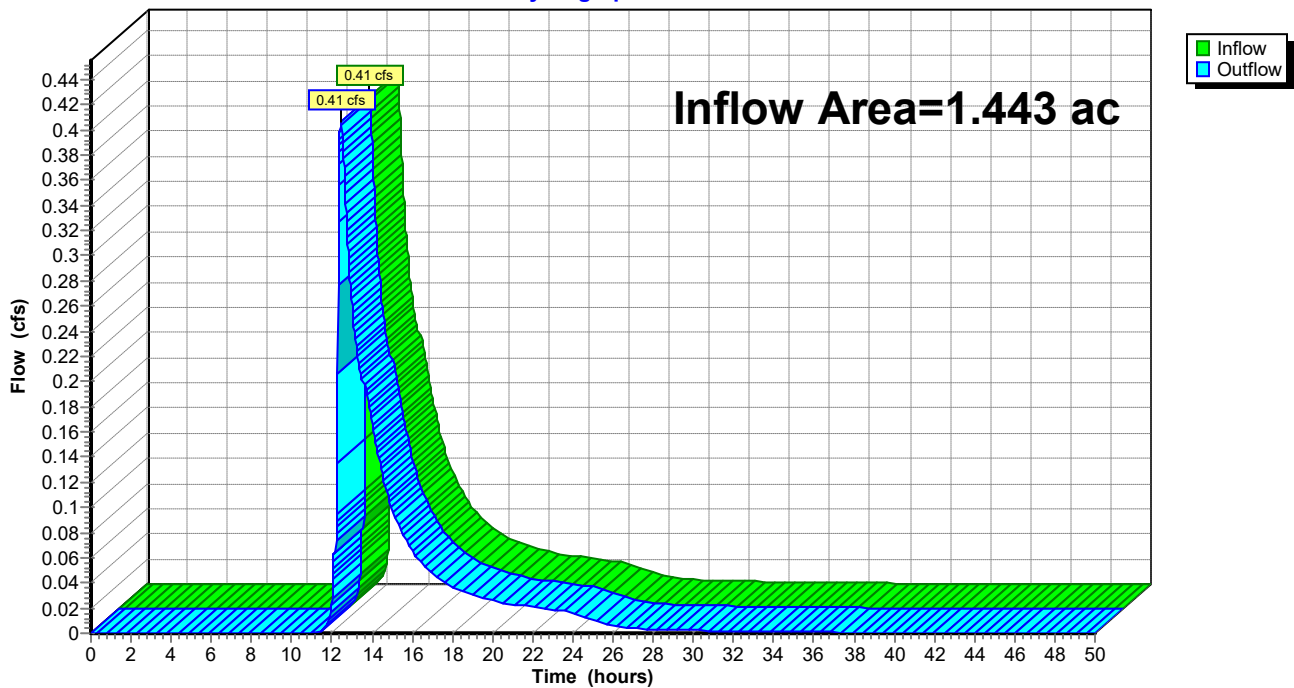
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 1.443 ac, 64.12% Impervious, Inflow Depth > 0.67" for WQv event  
Inflow = 0.41 cfs @ 12.45 hrs, Volume= 0.080 af  
Outflow = 0.41 cfs @ 12.45 hrs, Volume= 0.080 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

### Reach DP-2:

Hydrograph





# APPENDIX F

## WATER QUALITY AND RUNOFF REDUCTION CALCULATIONS

# Bioretention Worksheet

## Enter the Soils Data for the site

Soil Group	Acres	S
A		55%
B		40%
C		30%
D	<b>4.85</b>	20%
Total Area	4.85	

## Calculate the Minimum RRv

S =	<b>0.20</b>	
Impervious =	0.45	<i>acre</i>
Precipitation	1.4	<i>in</i>
Rv	0.95	
<b>Minimum RRv</b>	<b>431</b>	<b><i>ft3</i></b>
	0.01	<i>af</i>

# APPENDIX G

## OPERATION AND MAINTENANCE INSPECTION CHECKLIST

## Infiltration Trench Construction Inspection Checklist

Project:  
 Location:  
 Site Status:

Date:

Time:

Inspector:

CONSTRUCTION SEQUENCE	SATISFACTORY/ UNSATISFACTORY	COMMENTS
<b>1. Pre-Construction</b>		
Pre-construction meeting		
Runoff diverted		
Soil permeability tested		
Groundwater / bedrock sufficient at depth		
<b>2. Excavation</b>		
Size and location		
Side slopes stable		
Excavation does not compact subsoils		
<b>3. Filter Fabric Placement</b>		
Fabric specifications		
Placed on bottom, sides, and top		

CONSTRUCTION SEQUENCE	SATISFACTORY / UNSATISFACTORY	COMMENTS
<b>4. Aggregate Material</b>		
Size as specified		
Clean / washed material		
Placed properly		
<b>5. Observation Well</b>		
Pipe size		
Removable cap / footplate		
Initial depth = _____ feet		
<b>6. Final Inspection</b>		
Pretreatment facility in place		
Contributing watershed stabilized prior to flow diversion		
Outlet		

**Comments:**

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## Sand/Organic Filter System Construction Inspection Checklist

Project:  
 Location:  
 Site Status:

Date:

Time:

Inspector:

CONSTRUCTION SEQUENCE	SATISFACTORY / UNSATISFACTORY	COMMENTS
<b>1. Pre-construction</b>		
Pre-construction meeting		
Runoff diverted		
Facility area cleared		
Facility location staked out		
<b>2. Excavation</b>		
Size and location		
Side slopes stable		
Foundation cleared of debris		
If designed as exfilter, excavation does not compact subsoils		
Foundation area compacted		
<b>3. Structural Components</b>		
Dimensions and materials		
Forms adequately sized		
Concrete meets standards		
Prefabricated joints sealed		
Underdrains (size, materials)		

CONSTRUCTION SEQUENCE	SATISFACTORY / UNSATISFACTORY	COMMENTS
<b>4. Completed Facility Components</b>		
24 hour water filled test		
Contributing area stabilized		
Filter material per specification		
Underdrains installed to grade		
Flow diversion structure properly installed		
Pretreatment devices properly installed		
Level overflow weirs, multiple orifices, distribution slots		
<b>5. Final Inspection</b>		
Dimensions		
Surface completely level		
Structural components		
Proper outlet		
Ensure that site is properly stabilized before flow is directed to the structure.		





# APPENDIX H

## SOIL RESTORATION



Department of  
Environmental  
Conservation

**New York State**  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Water

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# **Deep-Ripping and Decompaction**

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**April 2008**

**New York State**  
**Department of Environmental Conservation**

Document Prepared by:

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Land Resource Consultant and Environmental Compliance Monitor  
(Formerly with the Division of Agricultural Protection and Development Services,  
NYS Dept. of Agriculture & Markets)

## Alternative Stormwater Management Deep-Ripping and Decompaction

### Description

The two-phase practice of 1) “Deep Ripping;” and 2) “Decompaction” (deep subsoiling), of the soil material as a step in the cleanup and restoration/landscaping of a construction site, helps mitigate the physically induced impacts of soil compression; i.e.: soil compaction or the substantial increase in the bulk density of the soil material.

Deep Ripping and Decompaction are key factors which help in restoring soil pore space and permeability for water infiltration. Conversely, the physical actions of cut-and-fill work, land grading, the ongoing movement of construction equipment and the transport of building materials throughout a site alter the architecture and structure of the soil, resulting in: the mixing of layers (horizons) of soil materials, compression of those materials and diminished soil porosity which, if left unchecked, severely impairs the soil’s water holding capacity and vertical drainage (rainfall infiltration), from the surface downward.

In a humid climate region, compaction damage on a site is virtually guaranteed over the duration of a project. Soil in very moist to wet condition when compacted, will have severely reduced permeability. Figure 1 displays the early stage of the deep-ripping phase (Note that all topsoil was stripped prior to construction access, and it remains stockpiled until the next phase – decompaction – is complete). A heavy-duty tractor is pulling a three-shank ripper on the first of several series of incrementally deepening passes through the construction access corridor’s densely compressed subsoil material. Figure 2 illustrates the approximate volumetric composition of a loam surface soil when conditions are good for plant growth, with adequate natural pore space for fluctuating moisture conditions.



Fig. 1. A typical deep ripping phase of this practice, during the first in a series of progressively deeper “rips” through severely compressed subsoil.

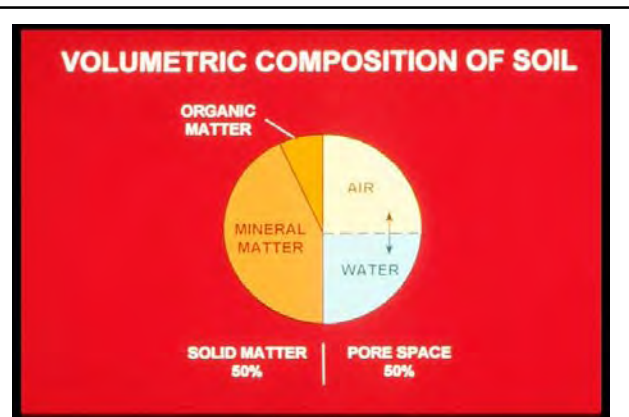


Fig. 2. About 50% of the volume of undisturbed loam surface soil is pore space, when soil is in good condition for plant growth. Brady, 2002.

## Recommended Application of Practice

The objective of Deep Ripping and Decompaction is to effectively fracture (vertically and laterally) through the thickness of the physically compressed subsoil material (see Figure 3), restoring soil porosity and permeability and aiding infiltration to help reduce runoff. Together with topsoil stripping, the “two-phase” practice of Deep Ripping and Decompaction first became established as a “best management practice” through ongoing success on commercial farmlands affected by heavy utility construction right-of-way projects (transmission pipelines and large power lines).

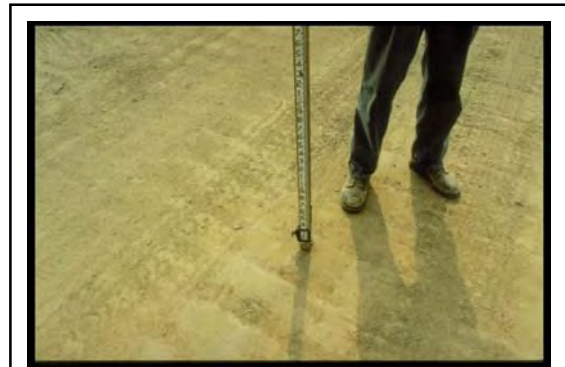


Fig. 3. Construction site with significant compaction of the deep basal till subsoil extends 24 inches below this exposed cut-and-fill work surface.

Soil permeability, soil drainage and cropland productivity were restored. For broader construction application, the two-phase practice of Deep Ripping and Decompaction is best adapted to areas impacted with significant soil compaction, on contiguous open portions of large construction sites and inside long, open construction corridors used as temporary access over the duration of construction. Each mitigation area should have minimal above-and-below-ground obstructions for the easy avoidance and maneuvering of a large tractor and ripping/decompacting implements. Conversely, the complete two-phase practice is not recommended in congested or obstructed areas due to the limitations on tractor and implement movement.

## Benefits

Aggressive “deep ripping” through the compressed thickness of exposed subsoil before the replacement/respreading of the topsoil layer, followed by “decompaction,” i.e.: “sub-soiling,” through the restored topsoil layer down into the subsoil, offers the following benefits:

- Increases the project (larger size) area’s direct surface infiltration of rainfall by providing the open site’s mitigated soil condition and lowers the demand on concentrated runoff control structures
- Enhances direct groundwater recharge through greater dispersion across and through a broader surface than afforded by some runoff-control structural measures
- Decreases runoff volume generated and provides hydrologic source control
- May be planned for application in feasible open locations either alone or in

conjunction with plans for structural practices (e.g., subsurface drain line or infiltration basin) serving the same or contiguous areas

- Promotes successful long-term revegetation by restoring soil permeability, drainage and water holding capacity for healthy (rather than restricted) root-system development of trees, shrubs and deep rooted ground cover, minimizing plant drowning during wet periods and burnout during dry periods.

## Feasibility/Limitations

The effectiveness of Deep Ripping and Decompaction is governed mostly by site factors such as: the original (undisturbed) soil's hydrologic characteristics; the general slope; local weather/timing (soil moisture) for implementation; the space-related freedom of equipment/implement maneuverability (noted above in **Recommended Application of Practice**), and by the proper selection and operation of tractor and implements (explained below in **Design Guidance**). The more notable site-related factors include:

### Soil

In the undisturbed condition, each identified soil type comprising a site is grouped into one of four categories of soil hydrology, Hydrologic Soil Group A, B, C or D, determined primarily by a range of characteristics including soil texture, drainage capability when thoroughly wet, and depth to water table. The natural rates of infiltration and transmission of soil-water through the undisturbed soil layers for Group A is "high" with a low runoff potential while soils in Group B are moderate in infiltration and the transmission of soil-water with a moderate runoff potential, depending somewhat on slope. Soils in Group C have slow rates of infiltration and transmission of soil-water and a moderately high runoff potential influenced by soil texture and slope; while soils in Group D have exceptionally slow rates of infiltration and transmission of soil-water, and high runoff potential.

In Figure 4, the profile displays the undisturbed horizons of a soil in Hydrologic Soil Group C and the naturally slow rate of infiltration through the subsoil. The slow rate of infiltration begins immediately below the topsoil horizon (30 cm), due to the limited amount of macro pores, e.g.: natural subsoil fractures, worm holes and root channels. Infiltration after the construction-induced mixing and compression of such subsoil material is virtually absent; but can be restored back to this natural level with the two-phase practice of deep ripping and decompaction, followed by the permanent establishment of an appropriate, deep taproot

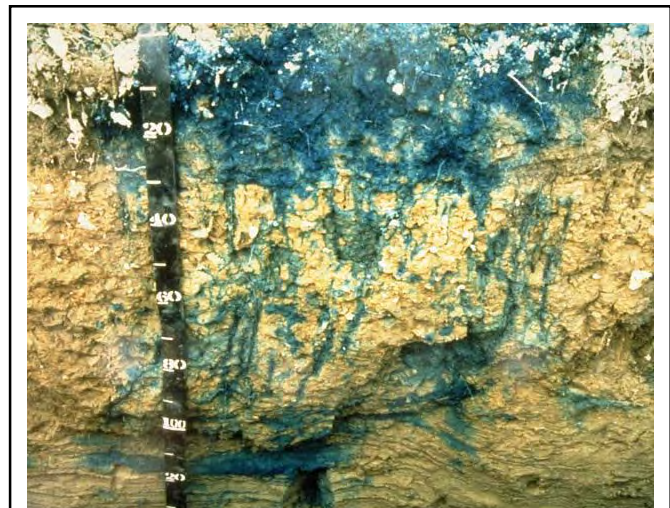


Fig. 4. Profile (in centimeters) displaying the infiltration test result of the natural undisturbed horizons of a soil in Hydrologic Soil Group C.

lawn/ground cover to help maintain the restored subsoil structure. Infiltration after construction-induced mixing and compression of such subsoil material can be notably rehabilitated with the Deep Ripping and Decomaction practice, which prepares the site for the appropriate long-term lawn/ground cover mix including deep taproot plants such as clover, fescue or trefoil, etc. needed for all rehabilitated soils.

Generally, soils in Hydrologic Soil Groups A and B, which respectively may include deep, well-drained, sandy-gravelly materials or deep, moderately well-drained basal till materials, are among the easier ones to restore permeability and infiltration, by deep ripping and decomaction. Among the many different soils in Hydrologic Soil Group C are those unique glacial tills having a natural fragipan zone, beginning about 12 to 18 inches (30 – 45cm), below surface. Although soils in Hydrologic Soil Group C do require a somewhat more carefully applied level of the Deep Ripping and Decomaction practice, it can greatly benefit such affected areas by reducing the runoff and fostering infiltration to a level equal to that of pre-disturbance.

Soils in Hydrologic Soil Group D typically have a permanent high water table close to the surface, influenced by a clay or other highly impervious layer of material. In many locations with clay subsoil material, the bulk density is so naturally high that heavy trafficking has little or no added impact on infiltration; and structural runoff control practices rather than Deep Ripping and Decomaction should be considered.

The information about Hydrologic Soil Groups is merely a general guideline. Site-specific data such as limited depths of cut-and-fill grading with minimal removal or translocation of the inherent subsoil materials (as analyzed in the county soil survey) or, conversely, the excavation and translocation of deeper, unconsolidated substratum or consolidated bedrock materials (unlike the analyzed subsoil horizons' materials referred to in the county soil survey) should always be taken into account.

Sites made up with significant quantities of large rocks, or having a very shallow depth to bedrock, are not conducive to deep ripping and decomaction (subsoiling); and other measures may be more practical.

### **Slope**

The two-phase application of 1) deep ripping and 2) decomaction (deep subsoiling), is most practical on flat, gentle and moderate slopes. In some situations, such as but not limited to temporary construction access corridors, inclusion areas that are moderately steep along a project's otherwise gentle or moderate slope may also be deep ripped and decomacted. For limited instances of moderate steepness on other projects, however, the post-construction land use and the relative alignment of the potential ripping and decomaction work in relation to the lay of the slope should be reviewed for safety and practicality. In broad construction areas predominated by moderately steep or steep slopes, the practice is generally not used.

### **Local Weather/Timing/Soil Moisture**

Effective fracturing of compressed subsoil material from the exposed work surface, laterally and vertically down through the affected zone is achieved only when the soil material is moderately dry to moderately moist. Neither one of the two-phases, deep ripping nor decomaction (deep



subsoiling), can be effectively conducted when the soil material (subsoil or replaced topsoil) is in either a “plastic” or “liquid” state of soil consistency. Pulling the respective implements legs through the soil when it is overly moist only results in the “slicing and smearing” of the material or added “squeezing and compression” instead of the necessary fracturing. Ample drying time is needed for a “rippable” soil condition not merely in the material close to the surface, but throughout the material located down to the bottom of the physically compressed zone of the subsoil.

The “poor man’s Atterberg field test” for soil plasticity is a simple “hand-roll” method used for quick, on-site determination of whether or not the moisture level of the affected soil material is low enough for: effective deep ripping of subsoil; respreading of topsoil in a friable state; and final decompaction (deep subsoiling). Using a sample of soil material obtained from the planned bottom depth of ripping, e.g.: 20 - 24 inches below exposed subsoil surface, the sample is hand rolled between the palms down to a 1/8-inch diameter thread. (Use the same test for stored topsoil material before respreading on the site.) If the respective soil sample crumbles apart in segments no greater than 3/8 of an inch long, by the time it is rolled down to 1/8 inch diameter, it is low enough in moisture for deep ripping (or topsoil replacement), and decompaction. Conversely, as shown in Figure 5, if the rolled sample stretches out in increments greater than 3/8 of an inch long before crumbling, it is in a “plastic” state of soil consistency and is too wet for subsoil ripping (as well as topsoil replacement) and final decompaction.



Fig. 5. Augered from a depth of 19 inches below the surface of the replaced topsoil, this subsoil sample was hand rolled to a 1/8-inch diameter. The test shows the soil at this site stretches out too far without crumbling; it indicates the material is in a plastic state of consistence, too wet for final decompaction (deep subsoiling) at this time.

## Design Guidance

Beyond the above-noted site factors, a vital requirement for the effective Deep Ripping and Decompaction (deep subsoiling), is implementing the practice in its distinct, two-phase process:

- 1) Deep rip the affected thickness of exposed subsoil material (see Figure 10 and 11), aggressively fracturing it before the protected topsoil is reapplied on the site (see Figure 12); and
- 2) Decompact (deep subsoil), simultaneously through the restored topsoil layer and the upper half of the affected subsoil (Figure 13). The second phase, “decompaction,” mitigates the partial recompaction which occurs during the heavy process of topsoil spreading/grading. Prior to deep ripping and decompacting the site, all construction activity, including construction equipment and material storage, site cleanup and trafficking (Figure 14), should be finished; and the site closed off to further disturbance. Likewise, once the practice is underway and the area’s soil permeability and

rainfall infiltration are being restored, a policy limiting all further traffic to permanent travel lanes is maintained.

The other critical elements, outlined below, are: using the proper implements (deep, heavy-duty rippers and subsoilers), and ample pulling-power equipment (tractors); and conducting the practice at the appropriate speed, depth and pattern(s) of movement.

Note that an appropriate plan for the separate practice of establishing a healthy perennial ground cover, with deep rooting to help maintain the restored soil structure, should be developed in advance. This may require the assistance of an agronomist or landscape horticulturist.

### Implements

Avoid the use of all undersize implements. The small-to-medium, light-duty tool will, at best, only “scarify” the uppermost surface portion of the mass of compacted subsoil material. The term “chisel plow” is commonly but incorrectly applied to a broad range of implements. While a few may be adapted for the moderate subsoiling of non-impacted soils, the majority are less durable and used for only lighter land-fitting (see Figure 6).



Fig. 6. A light duty chisel implement, not adequate for either the deep ripping or decompaction (deep subsoiling) phase.



Fig. 7. One of several variations of an agricultural ripper. This unit has long, rugged shanks mounted on a steel V-frame for deep, aggressive fracturing through Phase 1.

Use a “heavy duty” agricultural-grade, deep ripper (see Figures 7,9,10 and 11) for the first phase: the lateral and vertical fracturing of the mass of exposed and compressed subsoil, down and through, to the bottom of impact, prior to the replacement of the topsoil layer. (Any oversize rocks which are uplifted to the subsoil surface during the deep ripping phase are picked and removed.) Like the heavy-duty class of implement for the first phase, the decompaction (deep subsoiling) of Phase 2 is conducted with the heavy-duty version of the deep subsoiler. More preferable is the angled-leg variety of deep subsoiler (shown in Figures 8 and 13). It minimizes the inversion of the subsoil and topsoil layers while laterally and vertically fracturing the upper half of the previously ripped subsoil layer and all of the topsoil layer by delivering a momentary, wave-like “lifting and shattering” action up through the soil layers as it is pulled.

### **Pulling-Power of Equipment**

Use the following rule of thumb for tractor horsepower (hp) whenever deep ripping and decompacting a significantly impacted site: For both types of implement, have at least 40 hp of tractor pull available for each mounted shank/ leg.

Using the examples of a 3-shank and a 5-shank implement, the respective tractors should have 120 and 200 hp available for fracturing down to the final depth of 20-to-24 inches per phase. Final depth for the deep ripping in Phase 1 is achieved incrementally by a progressive series of passes (see Depth and Patterns of Movement, below); while for Phase 2, the full operating depth of the deep subsoiler is applied from the beginning.

The operating speed for pulling both types of implement should not exceed 2 to 3 mph. At this slow and managed rate of operating speed, maximum functional performance is sustained by the tractor and the implement performing the soil fracturing. Referring to Figure 8, the implement is the 6-leg version of the deep angled-leg subsoiler. Its two outside legs are “chained up” so that only four legs will be engaged (at the maximum depth), requiring no less than 160 hp, (rather than 240 hp) of pull. The 4-wheel drive, articulated-frame tractor in Figure 8 is 174 hp. It will be decompacting this unobstructed, former construction access area simultaneously through 11 inches of replaced topsoil and the upper 12 inches of the previously deep-ripped subsoil. In constricted areas of Phase 1) Deep Ripping, a medium-size tractor with adequate hp, such as the one in Figure 9 pulling a 3-shank deep ripper, may be more maneuverable.

Some industrial-grade variations of ripping implements are attached to power graders and bulldozers. Although highly durable, they are generally not recommended. Typically, the shanks or “teeth” of these rippers are too short and stout; and they are mounted too far apart to achieve the well-distributed type of lateral and vertical fracturing of the soil materials necessary to restore soil permeability and infiltration. In addition, the power graders and bulldozers, as pullers, are far less maneuverable for turns and patterns than the tractor.



Fig. 8. A deep, angled-leg subsoiler, ideal for Phase 2 decompaction of after the topsoil layer is graded on top of the ripped subsoil.



Fig. 9. This medium tractor is pulling a 3-shank deep ripper. The severely compacted construction access corridor is narrow, and the 120 hp tractor is more maneuverable for Phase 1 deep ripping (subsoil fracturing), here.

## Depth and Patterns of Movement

As previously noted both Phase 1 Deep Ripping through significantly compressed, exposed subsoil and Phase 2 Decompaction (deep subsoiling) through the replaced topsoil and upper subsoil need to be performed at maximum capable depth of each implement. With an implement's guide wheels attached, some have a "normal" maximum operating depth of 18 inches, while others may go deeper. In many situations, however, the tractor/implement operator must first remove the guide wheels and other non essential elements from the implement. This adapts the ripper or the deep subsoiler for skillful pulling with its frame only a few inches above surface, while the shanks or legs, fracture the soil material 20-to-24 inches deep.

There may be construction sites where the depth of the exposed subsoil's compression is moderate, e.g.: 12 inches, rather than deep. This can be verified by using a  $\frac{3}{4}$  inch cone penetrometer and a shovel to test the subsoil for its level of compaction, incrementally, every three inches of increasing depth. Once the full thickness of the subsoil's compacted zone is finally "pieced" and there is a significant drop in the psi measurements of the soil penetrometer, the depth/thickness of compaction is determined. This is repeated at several representative locations of the construction site. If the thickness of the site's subsoil compaction is verified as, for example, ten inches, then the Phase 1 Deep Ripping can be correspondingly reduced to the implement's minimum operable depth of 12 inches. However, the Phase 2 simultaneous Decompaction (subsoiling) of an 11 inch thick layer of replaced topsoil and the upper subsoil should run at the subsoiling implements full operating depth.



Fig. 10. An early pass with a 3-shank deep ripper penetrating only 8 inches into this worksite's severely compressed subsoil.



Fig. 11. A repeat run of the 3-shank ripper along the same patterned pass area as Fig. 9; here, incrementally reaching 18 of the needed 22 inches of subsoil fracture.

Typically, three separate series (patterns) are used for both the Phase 1 Deep Ripping and the Phase 2 Decompaction on significantly compacted sites. For Phase 1, each series begins with a moderate depth of rip and, by repeat-pass, continues until full depth is reached. Phase 2 applies the full depth of Decompaction (subsoiling), from the beginning.

Every separate series (pattern) consists of parallel, forward-and-return runs, with each progressive

pass of the implement's legs or shanks evenly staggered between those from the previous pass. This compensates for the shank or leg-spacing on the implement, e.g., with 24-to-30 inches between each shank or leg. The staggered return pass ensures lateral and vertical fracturing actuated every 12 to 15 inches across the densely compressed soil mass.

### Large, Unobstructed Areas

For larger easy areas, use the standard patterns of movement:

- The first series (pattern) of passes is applied lengthwise, parallel with the longest spread of the site; gradually progressing across the site's width, with each successive pass.
- The second series runs obliquely, crossing the first series at an angle of about 45 degrees.
- The third series runs at right angle (or 90 degrees), to the first series to complete the fracturing and shattering on severely compacted sites, and avoid leaving large unbroken blocks of compressed soil material. (In certain instances, the third series may be optional, depending on how thoroughly the first two series loosen the material and eliminate large chunks/blocks of material as verified by tests with a 3/4-inch cone penetrometer.)



Fig. 12. Moderately dry topsoil is being replaced on the affected site now that Phase 1 deep ripping of the compressed subsoil is complete.



Fig. 13. The same deep, angled-leg subsoiler shown in Fig. 7 is engaged at maximum depth for Phase 2, decompaction (deep soiling), of the replaced topsoil and the upper subsoil materials.

### Corridors

In long corridors of limited width and less maneuverability than larger sites, e.g.: along compacted areas used as temporary construction access, a modified series of pattern passes are used.

- First, apply the same initial lengthwise, parallel series of passes described above.

- A second series of passes makes a broad “S” shaped pattern of rips, continually and gradually alternating the “S” curves between opposite edges inside the compacted corridor.
- The third and final series again uses the broad, alternating S pattern, but it is “flip-flopped” to continually cross the previous S pattern along the corridor’s centerline. This final series of the S pattern curves back along the edge areas skipped by the second series.

## Maintenance and Cost

Once the two-phase practice of Deep Ripping and Decompanation is completed, two items are essential for maintaining a site’s soil porosity and permeability for infiltration. They are: planting and maintaining the appropriate ground cover with deep roots to maintain the soil structure (see Figure 15); and keeping the site free of traffic or other weight loads.

Note that site-specific choice of an appropriate vegetative ground-cover seed mix, including the proper seeding ratio of one or more perennial species with a deep taproot system and the proper amount of lime and soil nutrients (fertilizer mix) adapted to the soil-needs, are basic to the final practice of landscaping, i.e: surface tillage, seeding/planting/fertilizing and culti-packing or mulching is applied. The "maintenance" of an effectively deep-ripped and decompacted area is generally limited to the successful perennial (long-term) landscape ground cover; as long as no weight-bearing force of soil compaction is applied.



Fig. 14. The severely compacted soil of a temporary construction yard used daily by heavy equipment for four months; shown before deep ripping, topsoil replacement, and decompaction.



Fig. 15. The same site as Fig. 14 after deep ripping of the exposed subsoil, topsoil replacement, decompaction through the topsoil and upper subsoil and final surface tillage and revegetation to maintain soil permeability and infiltration.

The Deep Ripping and Decompaction practice is, by necessity, more extensive than periodic subsoiling of farmland. The cost of deep ripping and decompacting (deep subsoiling), will vary according to the depth and severity of soil-material compression and the relative amount of tractor and implement time that is required. In some instances, depending on open maneuverability, two-to-three acres of compacted project area may be deep-ripped in one day. In other situations of more severe compaction and - or less maneuverability, as little as one acre may be fully ripped in a day. Generally, if the Phase 1) Deep Ripping is fully effective, the Phase 2) Decompaction should be completed in  $2/3$  to  $3/4$  of the time required for Phase 1.

Using the example of two acres of Phase 1) Deep Ripping in one day, at \$1800 per day, the net cost is \$900 per acre. If the Phase 2) Decompacting or deep subsoiling takes  $3/4$  the time as Phase 1, it costs \$675 per acre for a combined total of \$1575 per acre to complete the practice (these figures do not include the cost of the separate practice of topsoil stripping and replacement). Due to the many variables, it must be recognized that cost will be determined by the specific conditions or constraints of the site and the availability of proper equipment.

## Resources

### Publications:

- American Society of Agricultural Engineers. 1971. *Compaction of Agricultural Soils*. ASAE.
- Brady, N.C., and R.R. Weil. 2002. *The Nature and Properties of Soils*. 13<sup>th</sup> ed. Pearson Education, Inc.
- Baver, L.D. 1948. *Soil Physics*. John Wiley & Sons.
- Carpachi, N. 1987 (1995 fifth printing). *Excavation and Grading Handbook, Revised*. 2<sup>nd</sup> ed. Craftsman Book Company
- Ellis, B. (Editor). 1997. *Safe & Easy Lawn Care: The Complete Guide to Organic Low Maintenance Lawn*. Houghton Mifflin.
- Harpstead, M.I., T.J. Sauer, and W.F. Bennett. 2001. *Soil Science Simplified*. 4<sup>th</sup> ed. Iowa State University Press.
- Magdoff, F., and H. van Es. 2000. *Building Soils for Better Crops*. 2<sup>nd</sup> ed. Sustainable Agricultural Networks
- McCarthy, D.F. 1993. *Essentials of Soil Mechanics and Foundations, Basic Geotechnics* 4<sup>th</sup> ed. Regents/Prentice Hall.
- Plaster, E.J. 1992. *Soil Science & Management*. 3<sup>rd</sup> ed. Delmar Publishers.
- Union Gas Limited, Ontario, Canada. 1984. *Rehabilitation of Agricultural Lands, Dawn-Kerwood Loop Pipeline; Technical Report*. Ecological Services for Planning, Ltd.; Robinson, Merritt & Devries, Ltd. and Smith, Hoffman Associates, Ltd.
- US Department of Agriculture in cooperation with Cornell University Agricultural Experiment Station. Various years. *Soil Survey of (various names) County, New York*. USDA.

### Internet Access:

- Examples of implements:  
V-Rippers. Access by internet search of *John Deere Ag -New Equipment for 915* (larger-frame model) *V-Rippe*; and, *for 913* (smaller-frame model) *V-Ripper*. Deep, angled-leg subsoiler. Access by internet search of: *Bigham Brothers Shear Bolt Paratill-Subsoiler*.  
[http://salesmanual.deere.com/sales/salesmanual/en\\_NA/primary\\_tillage/2008/feature/rippers/915v\\_pattern\\_frame.html?sbu=ag&link=prodcats](http://salesmanual.deere.com/sales/salesmanual/en_NA/primary_tillage/2008/feature/rippers/915v_pattern_frame.html?sbu=ag&link=prodcats) Last visited March 08.
- Soils data of USDA Natural Resources Conservation Service. *NRCS Web Soil Survey*. <http://websoilsurvey.nrcs.usda.gov/app/> and *USDA-NRCS Official Soil Series Descriptions; View by Name*. <http://ortho.ftw.nrcs.usda.gov/cgi-bin/osd/osdname.cgi> . Last visited Jan. 08.
- Soil penetrometer information. Access by internet searches of: *Diagnosing Soil Compaction using a Penetrometer (soil compaction tester)*, *PSU Extension*; as well as *Dickey-john Soil Compaction Tester*.  
<http://www.dickey-johnproducts.com/pdf/SoilCompactionTest.pdf> and <http://cropsoil.psu.edu/Extension/Facts/uc178pdf> Last visited Sept. 07



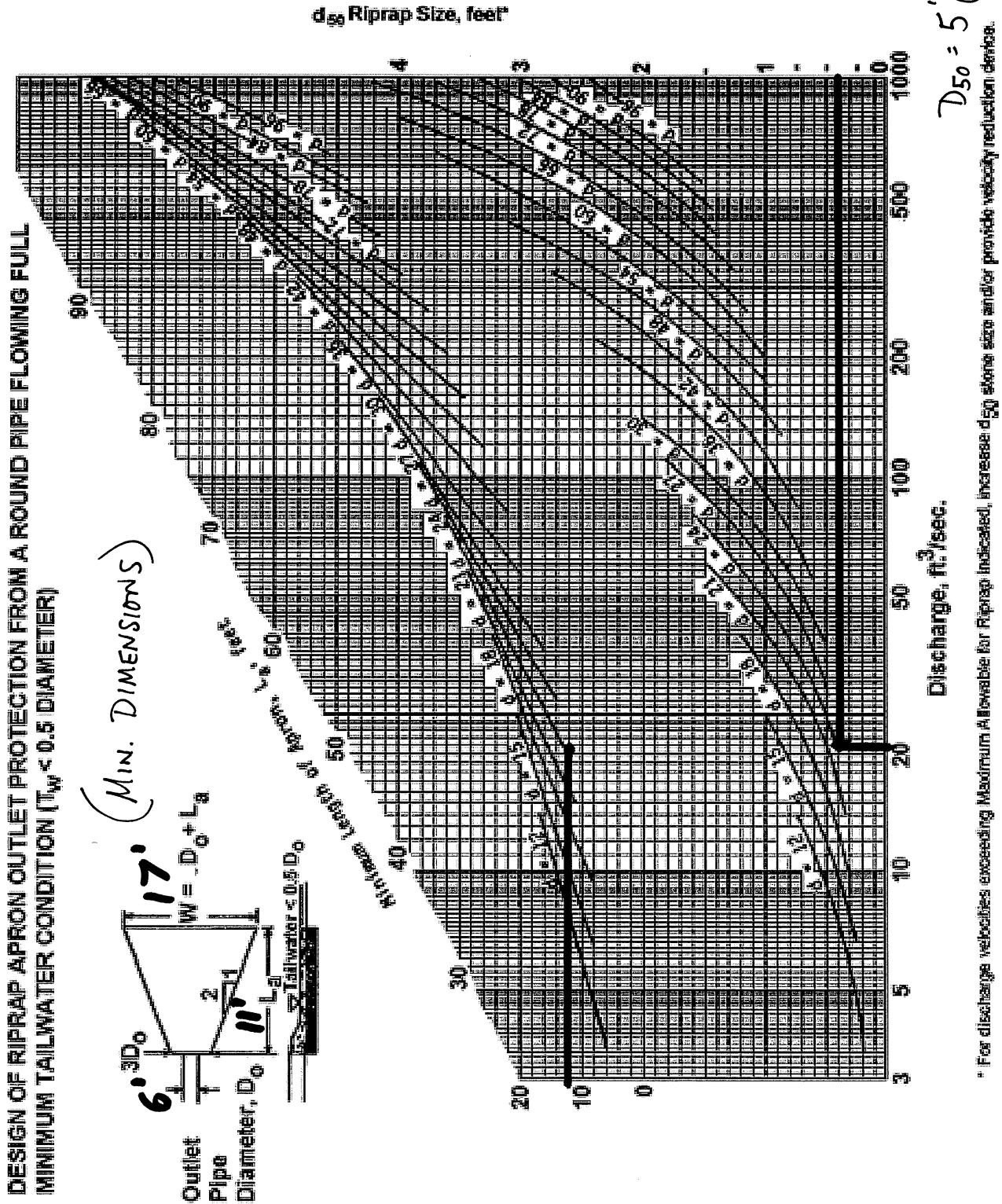
# APPENDIX I

## CULVERT OUTLET PROTECTION

24" HDPE

Figure 3.16

Outlet Protection Design—Minimum Tailwater Condition Chart  
 (Design of Outlet Protection from a Round Pipe Flowing Full,  
 Minimum Tailwater Condition:  $T_w < 0.5D_o$ ) (USDA - NRCS)



# APPENDIX J

## NYSDEC NOTICE OF INTENT

# NOI for coverage under Stormwater General Permit for Construction Activity

version 1.37

(Submission #: HPY-0AWC-TMCDT, version 1)

## Details

---

**Originally Started By** Aiden Mahoney  
**Alternate Identifier** Newburgh Recreation Center  
**Submission ID** HPY-0AWC-TMCDT  
**Submission Reason** New  
**Status** Draft  
**Active Steps** Form Submitted

## Form Input

---

### Owner/Operator Information

**Owner/Operator Name (Company/Private Owner/Municipality/Agency/Institution, etc.)**  
Town of Newburgh

**Owner/Operator Contact Person Last Name (NOT CONSULTANT)**  
NONE PROVIDED

**Owner/Operator Contact Person First Name**

NONE PROVIDED

**Owner/Operator Mailing Address**

NONE PROVIDED

**City**

Newburgh

**State**

NY

**Zip**

12550

**Phone**

NONE PROVIDED

**Email**

NONE PROVIDED

**Federal Tax ID**

NONE PROVIDED

If the owner/operator is an organization, provide the Federal Tax ID number, or Employer Identification Number (EIN), in the format xx-xxxxxxx. If the owner/operator is an individual and not an organization, enter "Not Applicable" or "N/A" and do not provide the individual's social security number.

**Project Location****Project/Site Name**

Newburgh Recreation Center

**Street Address (Not P.O. Box)**

1702 NY-300, Newburgh, NY 12550

**Side of Street**

East

**City/Town/Village (THAT ISSUES BUILDING PERMIT)**

Newburgh

**State**

NY

**Zip**

12550

**DEC Region**

3

The DEC Region must be provided. Please use the NYSDEC Stormwater Interactive Map (<https://gisservices.dec.ny.gov/gis/stormwater/>) to confirm which DEC Region this site is located in. To view the DEC Regions, click on "Other Useful Reference Layers" on the left side of the map, then click on "DEC Administrative Boundary." Zoom out as needed to see the Region boundaries.

For projects that span multiple Regions, please select a primary Region and then provide the additional Regions as a note in Question 39.

**County**

ORANGE

**Name of Nearest Cross Street**

NONE PROVIDED

**Distance to Nearest Cross Street (Feet)**

NONE PROVIDED

**Project In Relation to Cross Street**

NONE PROVIDED

**Tax Map Numbers Section-Block-Parcel**

14-1-42.2

**Tax Map Numbers**

NONE PROVIDED

If the project does not have tax map numbers (e.g. linear projects), enter "Not Applicable" or "N/A".

**1. Coordinates**

---

Provide the Geographic Coordinates for the project site. The two methods are:

- Navigate to the project location on the map (below) and click to place a marker and obtain the XY coordinates.
- The "Find Me" button will provide the lat/long for the person filling out this form. Then pan the map to the correct location and click the map to place a marker and obtain the XY coordinates.

**Navigate to your location and click on the map to get the X,Y coordinates**

41.5541068,-74.0663387

**Project Details****2. What is the nature of this project?**

Redevelopment with increase in impervious area

For the purposes of this eNOI, "New Construction" refers to any project that does not involve the disturbance of existing impervious area (i.e. 0 acres). If existing impervious area will be disturbed on the project site, it is considered redevelopment with either increase in impervious area or no increase in impervious area.

**3. Select the predominant land use for both pre and post development conditions.****Pre-Development Existing Landuse**

Recreational/Sports Field

**Post-Development Future Land Use**

Recreational/Sports Field

**3a. If Single Family Subdivision was selected in question 3, enter the number of subdivision lots.**NONE PROVIDED

---

4. In accordance with the larger common plan of development or sale, enter the total project site acreage, the acreage to be disturbed and the future impervious area (acreage) within the disturbed area.

\*\*\* ROUND TO THE NEAREST TENTH OF AN ACRE. \*\*\*

**Total Site Area (acres)**

4.9

**Total Area to be Disturbed (acres)**

1.6

**Existing Impervious Area to be Disturbed (acres)**

0.8

**Future Impervious Area Within Disturbed Area (acres)**

1.1

**5. Do you plan to disturb more than 5 acres of soil at any one time?**

No

---

6. Indicate the percentage (%) of each Hydrologic Soil Group(HSG) at the site.

**A (%)**

0

**B (%)**

0

**C (%)**

0

**D (%)**

100

**7. Is this a phased project?**

NONE PROVIDED



**8. Enter the planned start and end dates of the disturbance activities.****Start Date**

NONE PROVIDED

**End Date**

NONE PROVIDED

**9. Identify the nearest surface waterbody(ies) to which construction site runoff will discharge.**

Chadwick Lake/Quassaic Creek

Drainage ditches and storm sewer systems are not considered surface waterbodies. Please identify the surface waterbody that they discharge to. If the nearest surface waterbody is unnamed, provide a description of the waterbody, such as, "Unnamed tributary to Niagara River."

**9a. Type of waterbody identified in question 9?**

Lake Off Site

Stream/Creek On Site

**Other Waterbody Type Off Site Description**

NONE PROVIDED

**9b. If "wetland" was selected in 9A, how was the wetland identified?**

NONE PROVIDED

**10. Has the surface waterbody(ies) in question 9 been identified as a 303(d) segment in Appendix E of GP-0-20-001?**

No

**11. Is this project located in one of the Watersheds identified in Appendix C of GP-0-20-001?**

No

**12. Is the project located in one of the watershed areas associated with AA and AA-S classified waters?**

No

Please use the DEC Stormwater Interactive Map (<https://gisservices.dec.ny.gov/gis/stormwater/>) to confirm if this site is located in one of the watersheds of an AA or AA-S classified water. To view the watershed areas, click on "Permit Related Layers" on the left side of the map, then click on "Class AA AAS Watersheds."

**If No, skip question 13.**

**13. Does this construction activity disturb land with no existing impervious cover and where the Soil Slope Phase is identified as D (provided the map unit name is inclusive of slopes greater than 25%), E or F on the USDA Soil Survey?**

NONE PROVIDED

**If Yes, what is the acreage to be disturbed?**

NONE PROVIDED

**14. Will the project disturb soils within a State regulated wetland or the protected 100 foot adjacent area?**

No

**15. Does the site runoff enter a separate storm sewer system (including roadside drains, swales, ditches, culverts, etc)?**

Yes

**16. What is the name of the municipality/entity that owns the separate storm sewer system?**

Town of Newburgh

**17. Does any runoff from the site enter a sewer classified as a Combined Sewer?**

No

**18. Will future use of this site be an agricultural property as defined by the NYS Agriculture and Markets Law?**

No

**19. Is this property owned by a state authority, state agency, federal government or local government?**

Yes

**20. Is this a remediation project being done under a Department approved work plan? (i.e. CERCLA, RCRA, Voluntary Cleanup Agreement, etc.)**

No

## **Required SWPPP Components**

**21. Has the required Erosion and Sediment Control component of the SWPPP been developed in conformance with the current NYS Standards and Specifications for Erosion and Sediment Control (aka Blue Book)?**

Yes

**22. Does this construction activity require the development of a SWPPP that includes the post-construction stormwater management practice component (i.e. Runoff Reduction, Water Quality and Quantity Control practices/techniques)?**

Yes

**If you answered No in question 22, skip question 23 and the Post-construction Criteria and Post-construction SMP Identification sections.**

**23. Has the post-construction stormwater management practice component of the SWPPP been developed in conformance with the current NYS Stormwater Management Design Manual?**

Yes

**24. The Stormwater Pollution Prevention Plan (SWPPP) was prepared by:**

Professional Engineer (P.E.)

**SWPPP Preparer**

Shawn Arnott

**Contact Name (Last, First)**

Arnott, Shawn

**Mailing Address**

33 Airport Center Dr.

**City**

New Windsor

**State**

NY

**Zip**

12553

**Phone**

8455673100

**Email**

sarnott@mhepc.com

**Download SWPPP Preparer Certification Form**

Please take the following steps to prepare and upload your preparer certification form:

- 1) Click on the link below to download a blank certification form
- 2) The certified SWPPP preparer should sign this form
- 3) Scan the signed form
- 4) Upload the scanned document

[Download SWPPP Preparer Certification Form](#)

**Please upload the SWPPP Preparer Certification**

NONE PROVIDED

**Comment**

NONE PROVIDED

**Erosion & Sediment Control Criteria**

**25. Has a construction sequence schedule for the planned management practices been prepared?**

Yes

**26. Select all of the erosion and sediment control practices that will be employed on the project site:**

**Temporary Structural**

Sediment Basin

Sediment Traps

Silt Fence

Dust Control

Temporary Swale

Check Dams

**Biotechnical**

None

**Vegetative Measures**

Seeding

Temporary Swale

Topsoiling

**Permanent Structural**

None

**Other**

NONE PROVIDED

**Post-Construction Criteria**

**\* IMPORTANT: Completion of Questions 27-39 is not required if response to Question 22 is No.**

**27. Identify all site planning practices that were used to prepare the final site plan/layout for the project.**

NONE PROVIDED

**27a. Indicate which of the following soil restoration criteria was used to address the requirements in Section 5.1.6("Soil Restoration") of the Design Manual (2010 version).**

NONE PROVIDED

**28. Provide the total Water Quality Volume (WQv) required for this project (based on final site plan/layout). (Acre-feet)**

NONE PROVIDED

**29. Post-construction SMP Identification**

Use the Post-construction SMP Identification section to identify the RR techniques (Area Reduction), RR techniques(Volume Reduction) and Standard SMPs with RRv Capacity that were used to reduce the Total WQv Required (#28).

Identify the SMPs to be used by providing the total impervious area that contributes runoff to each technique/practice selected. For the Area Reduction Techniques, provide the total contributing area (includes pervious area) and, if applicable,

the total impervious area that contributes runoff to the technique/practice.

Note: Redevelopment projects shall use the Post-Construction SMP Identification section to identify the SMPs used to treat and/or reduce the WQv required. If runoff reduction techniques will not be used to reduce the required WQv, skip to question 33a after identifying the SMPs.

**30. Indicate the Total RRv provided by the RR techniques (Area/Volume Reduction) and Standard SMPs with RRv capacity identified in question 29. (acre-feet)**

NONE PROVIDED

**31. Is the Total RRv provided (#30) greater than or equal to the total WQv required (#28)?**

NONE PROVIDED

**If Yes, go to question 36. If No, go to question 32.**

**32. Provide the Minimum RRv required based on HSG. [Minimum RRv Required = (P) (0.95) (Ai) / 12, Ai=(s) (Aic)] (acre-feet)**

NONE PROVIDED

**32a. Is the Total RRv provided (#30) greater than or equal to the Minimum RRv Required (#32)?**

NONE PROVIDED

**If Yes, go to question 33.**

Note: Use the space provided in question #39 to summarize the specific site limitations and justification for not reducing 100% of WQv required (#28). A detailed evaluation of the specific site limitations and justification for not reducing 100% of the WQv required (#28) must also be included in the SWPPP.

If No, sizing criteria has not been met; therefore, NOI can not be processed. SWPPP preparer must modify design to meet sizing criteria.

**33. SMPs**

Use the Post-construction SMP Identification section to identify the Standard SMPs and, if applicable, the Alternative SMPs to be used to treat the remaining total WQv (=Total WQv Required in #28 - Total RRv Provided in #30).

Also, provide the total impervious area that contributes runoff to each practice selected.

NOTE: Use the Post-construction SMP Identification section to identify the SMPs used on Redevelopment projects.

**33a. Indicate the Total WQv provided (i.e. WQv treated) by the SMPs identified in question #33 and Standard SMPs with RRv Capacity identified in question #29. (acre-feet)**

NONE PROVIDED

Note: For the standard SMPs with RRv capacity, the WQv provided by each practice = the WQv calculated using the contributing drainage area to the practice - provided by the practice. (See Table 3.5 in Design Manual)

**34. Provide the sum of the Total RRv provided (#30) and the WQv provided (#33a).**

NONE PROVIDED

**35. Is the sum of the RRv provided (#30) and the WQv provided (#33a) greater than or equal to the total WQv required (#28)?**

NONE PROVIDED

If Yes, go to question 36.

If No, sizing criteria has not been met; therefore, NOI can not be processed. SWPPP preparer must modify design to meet sizing criteria.

**36. Provide the total Channel Protection Storage Volume (CPv required and provided or select waiver (#36a), if applicable.**

**CPv Required (acre-feet)**

NONE PROVIDED

**CPv Provided (acre-feet)**

NONE PROVIDED

**36a. The need to provide channel protection has been waived because:**

NONE PROVIDED

**37. Provide the Overbank Flood (Qp) and Extreme Flood (Qf) control criteria or select waiver (#37a), if applicable.**

**Overbank Flood Control Criteria (Qp)**

**Pre-Development (CFS)**

NONE PROVIDED

**Post-Development (CFS)**

NONE PROVIDED

**Total Extreme Flood Control Criteria (Qf)****Pre-Development (CFS)**

NONE PROVIDED

**Post-Development (CFS)**

NONE PROVIDED

**37a. The need to meet the Qp and Qf criteria has been waived because:**

NONE PROVIDED

**38. Has a long term Operation and Maintenance Plan for the post-construction stormwater management practice(s) been developed?**

NONE PROVIDED

**If Yes, Identify the entity responsible for the long term Operation and Maintenance**

NONE PROVIDED

**39. Use this space to summarize the specific site limitations and justification for not reducing 100% of WQv required (#28). (See question #32a) This space can also be used for other pertinent project information.**

NONE PROVIDED

**Post-Construction SMP Identification****Runoff Reduction (RR) Techniques, Standard Stormwater Management Practices (SMPs) and Alternative SMPs**

Identify the Post-construction SMPs to be used by providing the total impervious area that contributes runoff to each technique/practice selected. For the Area Reduction Techniques, provide the total contributing area (includes pervious area) and, if applicable, the total impervious area that contributes runoff to the technique/practice.

**RR Techniques (Area Reduction)**

---

Round to the nearest tenth



**Total Contributing Acres for Conservation of Natural Area (RR-1)**

NONE PROVIDED

**Total Contributing Impervious Acres for Conservation of Natural Area (RR-1)**

NONE PROVIDED

**Total Contributing Acres for Sheetflow to Riparian Buffers/Filter Strips (RR-2)**

NONE PROVIDED

**Total Contributing Impervious Acres for Sheetflow to Riparian Buffers/Filter Strips (RR-2)**

NONE PROVIDED

**Total Contributing Acres for Tree Planting/Tree Pit (RR-3)**

NONE PROVIDED

**Total Contributing Impervious Acres for Tree Planting/Tree Pit (RR-3)**

NONE PROVIDED

**Total Contributing Acres for Disconnection of Rooftop Runoff (RR-4)**

NONE PROVIDED

**RR Techniques (Volume Reduction)**

---

**Total Contributing Impervious Acres for Disconnection of Rooftop Runoff (RR-4)**

NONE PROVIDED

**Total Contributing Impervious Acres for Vegetated Swale (RR-5)**

NONE PROVIDED

**Total Contributing Impervious Acres for Rain Garden (RR-6)**

NONE PROVIDED

**Total Contributing Impervious Acres for Stormwater Planter (RR-7)**

NONE PROVIDED

**Total Contributing Impervious Acres for Rain Barrel/Cistern (RR-8)**

NONE PROVIDED

**Total Contributing Impervious Acres for Porous Pavement (RR-9)**

NONE PROVIDED

**Total Contributing Impervious Acres for Green Roof (RR-10)**

NONE PROVIDED

**Standard SMPs with RRv Capacity**

---

**Total Contributing Impervious Acres for Infiltration Trench (I-1)**

NONE PROVIDED

**Total Contributing Impervious Acres for Infiltration Basin (I-2)**

NONE PROVIDED

**Total Contributing Impervious Acres for Dry Well (I-3)**

NONE PROVIDED

**Total Contributing Impervious Acres for Underground Infiltration System (I-4)**

NONE PROVIDED

**Total Contributing Impervious Acres for Bioretention (F-5)**

NONE PROVIDED

**Total Contributing Impervious Acres for Dry Swale (O-1)**

NONE PROVIDED

**Standard SMPs**

---

**Total Contributing Impervious Acres for Micropool Extended Detention (P-1)**

NONE PROVIDED

**Total Contributing Impervious Acres for Wet Pond (P-2)**

NONE PROVIDED

**Total Contributing Impervious Acres for Wet Extended Detention (P-3)**

NONE PROVIDED

**Total Contributing Impervious Acres for Multiple Pond System (P-4)**

NONE PROVIDED

**Total Contributing Impervious Acres for Pocket Pond (P-5)**

NONE PROVIDED

**Total Contributing Impervious Acres for Surface Sand Filter (F-1)**

NONE PROVIDED

**Total Contributing Impervious Acres for Underground Sand Filter (F-2)**

NONE PROVIDED

**Total Contributing Impervious Acres for Perimeter Sand Filter (F-3)**

NONE PROVIDED

**Total Contributing Impervious Acres for Organic Filter (F-4)**

NONE PROVIDED

**Total Contributing Impervious Acres for Shallow Wetland (W-1)**

NONE PROVIDED

**Total Contributing Impervious Acres for Extended Detention Wetland (W-2)**

NONE PROVIDED

**Total Contributing Impervious Acres for Pond/Wetland System (W-3)**

NONE PROVIDED

**Total Contributing Impervious Acres for Pocket Wetland (W-4)**

NONE PROVIDED

**Total Contributing Impervious Acres for Wet Swale (O-2)**

NONE PROVIDED

**Alternative SMPs (DO NOT INCLUDE PRACTICES BEING USED FOR PRETREATMENT ONLY)**

---

**Total Contributing Impervious Area for Hydrodynamic**

NONE PROVIDED

**Total Contributing Impervious Area for Wet Vault**

NONE PROVIDED

**Total Contributing Impervious Area for Media Filter**

NONE PROVIDED

**"Other" Alternative SMP?**

NONE PROVIDED

**Total Contributing Impervious Area for "Other"**

NONE PROVIDED

**Provide the name and manufacturer of the alternative SMPs (i.e. proprietary practice(s)) being used for WQv treatment.**

**Note: Redevelopment projects which do not use RR techniques, shall use questions 28, 29, 33 and 33a to provide SMPs used, total WQv required and total WQv provided for the project.**

**Manufacturer of Alternative SMP**

NONE PROVIDED

**Name of Alternative SMP**

NONE PROVIDED

**Other Permits**

**40. Identify other DEC permits, existing and new, that are required for this project/facility.**

None

**If SPDES Multi-Sector GP, then give permit ID**

NONE PROVIDED

**If Other, then identify**

NONE PROVIDED

**41. Does this project require a US Army Corps of Engineers Wetland Permit?**

No

**If "Yes," then indicate Size of Impact, in acres, to the nearest tenth**

NONE PROVIDED

**42. If this NOI is being submitted for the purpose of continuing or transferring coverage under a general permit for stormwater runoff from construction activities, please indicate the former SPDES number assigned.**

NONE PROVIDED

**MS4 SWPPP Acceptance****43. Is this project subject to the requirements of a regulated, traditional land use control MS4?**

No

**If No, skip question 44****44. Has the "MS4 SWPPP Acceptance" form been signed by the principal executive officer or ranking elected official and submitted along with this NOI?**

NONE PROVIDED

**MS4 SWPPP Acceptance Form Download**

Download form from the link below. Complete, sign, and upload.

[MS4 SWPPP Acceptance Form](#)

**MS4 Acceptance Form Upload**

NONE PROVIDED

**Comment**

NONE PROVIDED

**Owner/Operator Certification**

**Owner/Operator Certification Form Download**

Download the certification form by clicking the link below. Complete, sign, scan, and upload the form.

[Owner/Operator Certification Form \(PDF, 45KB\)](#)

**Upload Owner/Operator Certification Form**

NONE PROVIDED

**Comment**

NONE PROVIDED

**Status History**

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	User	Processing Status
9/28/2023 3:14:13 PM	Aiden Mahoney	Draft

**Processing Steps**

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Step Name	Assigned To/Completed By	Date Completed
Form Submitted		
Under Review	DAVID GASPER	
Under Review	Daniel von Schilgen	

# APPENDIX K

## NYSDEC NOTICE OF TERMINATION

**New York State Department of Environmental Conservation  
 Division of Water  
 625 Broadway, 4th Floor  
 Albany, New York 12233-3505**

\*(NOTE: Submit completed form to address above)\*

**NOTICE OF TERMINATION for Storm Water Discharges Authorized  
 under the SPDES General Permit for Construction Activity**

**Please indicate your permit identification number:** NYR \_\_\_\_\_

**I. Owner or Operator Information**

1. Owner/Operator Name:

2. Street Address:

3. City/State/Zip:

4. Contact Person:

4a. Telephone:

4b. Contact Person E-Mail:

**II. Project Site Information**

5. Project/Site Name:

6. Street Address:

7. City/Zip:

8. County:

**III. Reason for Termination**

9a.  All disturbed areas have achieved final stabilization in accordance with the general permit and SWPPP. \*Date final stabilization completed (month/year): \_\_\_\_\_

9b.  Permit coverage has been transferred to new owner/operator. Indicate new owner/operator's permit identification number: NYR \_\_\_\_\_  
 (Note: Permit coverage can not be terminated by owner identified in I.1. above until new owner/operator obtains coverage under the general permit)

9c.  Other (Explain on Page 2)

**IV. Final Site Information:**

10a. Did this construction activity require the development of a SWPPP that includes post-construction stormwater management practices?  yes  no (If no, go to question 10f.)

10b. Have all post-construction stormwater management practices included in the final SWPPP been constructed?  yes  no (If no, explain on Page 2)

10c. Identify the entity responsible for long-term operation and maintenance of practice(s)?

\_\_\_\_\_



**NOTICE OF TERMINATION for Storm Water Discharges Authorized under the  
SPDES General Permit for Construction Activity - continued**

10d. Has the entity responsible for long-term operation and maintenance been given a copy of the operation and maintenance plan required by the general permit?     yes     no

10e. Indicate the method used to ensure long-term operation and maintenance of the post-construction stormwater management practice(s):

- Post-construction stormwater management practice(s) and any right-of-way(s) needed to maintain practice(s) have been deeded to the municipality.
- Executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s).
- For post-construction stormwater management practices that are privately owned, a mechanism is in place that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan, such as a deed covenant in the owner or operator's deed of record.
- For post-construction stormwater management practices that are owned by a public or private institution (e.g. school, university or hospital), government agency or authority, or public utility; policy and procedures are in place that ensures operation and maintenance of the practice(s) in accordance with the operation and maintenance plan.

10f. Provide the total area of impervious surface (i.e. roof, pavement, concrete, gravel, etc.) constructed within the disturbance area? \_\_\_\_\_  
(acres)

11. Is this project subject to the requirements of a regulated, traditional land use control MS4?     yes  
 no  
(If Yes, complete section VI - "MS4 Acceptance" statement)

**V. Additional Information/Explanation:**  
(Use this section to answer questions 9c. and 10b., if applicable)

**VI. MS4 Acceptance - MS4 Official (principal executive officer or ranking elected official) or Duly Authorized Representative** (Note: Not required when 9b. is checked -transfer of coverage)

I have determined that it is acceptable for the owner or operator of the construction project identified in question 5 to submit the Notice of Termination at this time.

Printed Name:

Title/Position:

Signature:

Date:

**NOTICE OF TERMINATION** for Storm Water Discharges Authorized under the  
SPDES General Permit for Construction Activity - continued

**VII. Qualified Inspector Certification - Final Stabilization:**

I hereby certify that all disturbed areas have achieved final stabilization as defined in the current version of the general permit, and that all temporary, structural erosion and sediment control measures have been removed. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name:

Title/Position:

Signature:

Date:

**VIII. Qualified Inspector Certification - Post-construction Stormwater Management Practice(s):**

I hereby certify that all post-construction stormwater management practices have been constructed in conformance with the SWPPP. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name:

Title/Position:

Signature:

Date:

**IX. Owner or Operator Certification**

I hereby certify that this document was prepared by me or under my direction or supervision. My determination, based upon my inquiry of the person(s) who managed the construction activity, or those persons directly responsible for gathering the information, is that the information provided in this document is true, accurate and complete. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name:

Title/Position:

Signature:

Date:

# APPENDIX L

NYSDEC PERMIT

NO. GP-0-20-001



Department of  
Environmental  
Conservation

NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SPDES GENERAL PERMIT  
FOR STORMWATER DISCHARGES

From

**CONSTRUCTION ACTIVITY**

Permit No. GP- 0-20-001

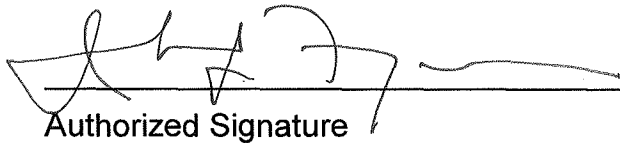
Issued Pursuant to Article 17, Titles 7, 8 and Article 70  
of the Environmental Conservation Law

Effective Date: January 29, 2020

Expiration Date: January 28, 2025

John J. Ferguson

Chief Permit Administrator



Authorized Signature

1-23-20  
Date

Address: NYS DEC  
Division of Environmental Permits  
625 Broadway, 4th Floor  
Albany, N.Y. 12233-1750

## PREFACE

Pursuant to Section 402 of the Clean Water Act (“CWA”), stormwater *discharges* from certain *construction activities* are unlawful unless they are authorized by a *National Pollutant Discharge Elimination System (“NPDES”)* permit or by a state permit program. New York administers the approved State Pollutant Discharge Elimination System (SPDES) program with permits issued in accordance with the New York State Environmental Conservation Law (ECL) Article 17, Titles 7, 8 and Article 70.

An *owner or operator* of a *construction activity* that is eligible for coverage under this permit must obtain coverage prior to the *commencement of construction activity*. Activities that fit the definition of “*construction activity*”, as defined under 40 CFR 122.26(b)(14)(x), (15)(i), and (15)(ii), constitute construction of a *point source* and therefore, pursuant to ECL section 17-0505 and 17-0701, the *owner or operator* must have coverage under a SPDES permit prior to *commencing construction activity*. The *owner or operator* cannot wait until there is an actual *discharge* from the *construction site* to obtain permit coverage.

**\*Note: The italicized words/phrases within this permit are defined in Appendix A.**

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM  
CONSTRUCTION ACTIVITIES**

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## Part 1. PERMIT COVERAGE AND LIMITATIONS

### A. Permit Application

This permit authorizes stormwater *discharges to surface waters of the State* from the following *construction activities* identified within 40 CFR Parts 122.26(b)(14)(x), 122.26(b)(15)(i) and 122.26(b)(15)(ii), provided all of the eligibility provisions of this permit are met:

1. *Construction activities* involving soil disturbances of one (1) or more acres; including disturbances of less than one acre that are part of a *larger common plan of development or sale* that will ultimately disturb one or more acres of land; excluding *routine maintenance activity* that is performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility;
2. *Construction activities* involving soil disturbances of less than one (1) acre where the Department has determined that a *SPDES* permit is required for stormwater *discharges* based on the potential for contribution to a violation of a *water quality standard* or for significant contribution of *pollutants to surface waters of the State*.
3. *Construction activities* located in the watershed(s) identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.

### B. Effluent Limitations Applicable to Discharges from Construction Activities

*Discharges* authorized by this permit must achieve, at a minimum, the effluent limitations in Part I.B.1. (a) – (f) of this permit. These limitations represent the degree of effluent reduction attainable by the application of best practicable technology currently available.

1. Erosion and Sediment Control Requirements - The *owner or operator* must select, design, install, implement and maintain control measures to *minimize the discharge of pollutants* and prevent a violation of the *water quality standards*. The selection, design, installation, implementation, and maintenance of these control measures must meet the non-numeric effluent limitations in Part I.B.1.(a) – (f) of this permit and be in accordance with the New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016, using sound engineering judgment. Where control measures are not designed in conformance with the design criteria included in the technical standard, the *owner or operator* must include in the *Stormwater Pollution Prevention Plan* (“SWPPP”) the reason(s) for the



deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.

- a. **Erosion and Sediment Controls.** Design, install and maintain effective erosion and sediment controls to *minimize* the *discharge* of *pollutants* and prevent a violation of the *water quality standards*. At a minimum, such controls must be designed, installed and maintained to:
- (i) *Minimize* soil erosion through application of runoff control and soil stabilization control measure to *minimize pollutant discharges*;
  - (ii) Control stormwater *discharges*, including both peak flowrates and total stormwater volume, to *minimize* channel and *streambank* erosion and scour in the immediate vicinity of the *discharge* points;
  - (iii) *Minimize* the amount of soil exposed during *construction activity*;
  - (iv) *Minimize* the disturbance of *steep slopes*;
  - (v) *Minimize* sediment *discharges* from the site;
  - (vi) Provide and maintain *natural buffers* around surface waters, direct stormwater to vegetated areas and maximize stormwater infiltration to reduce *pollutant discharges*, unless *infeasible*;
  - (vii) *Minimize* soil compaction. Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted;
  - (viii) Unless *infeasible*, preserve a sufficient amount of topsoil to complete soil restoration and establish a uniform, dense vegetative cover; and
  - (ix) *Minimize* dust. On areas of exposed soil, *minimize* dust through the appropriate application of water or other dust suppression techniques to control the generation of pollutants that could be discharged from the site.
- b. **Soil Stabilization.** In areas where soil disturbance activity has temporarily or permanently ceased, the application of soil stabilization measures must be initiated by the end of the next business day and completed within fourteen (14) days from the date the current soil disturbance activity ceased. For construction sites that *directly discharge* to one of the 303(d) segments

listed in Appendix E or is located in one of the watersheds listed in Appendix C, the application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days from the date the current soil disturbance activity ceased. See Appendix A for definition of *Temporarily Ceased*.

- c. **Dewatering.** *Discharges* from *dewatering* activities, including *discharges* from *dewatering* of trenches and excavations, must be managed by appropriate control measures.
  
- d. **Pollution Prevention Measures.** Design, install, implement, and maintain effective pollution prevention measures to *minimize* the *discharge* of *pollutants* and prevent a violation of the *water quality standards*. At a minimum, such measures must be designed, installed, implemented and maintained to:
  - (i) *Minimize* the *discharge* of *pollutants* from equipment and vehicle washing, wheel wash water, and other wash waters. This applies to washing operations that use clean water only. Soaps, detergents and solvents cannot be used;
  
  - (ii) *Minimize* the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, hazardous and toxic waste, and other materials present on the site to precipitation and to stormwater. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a *discharge* of *pollutants*, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use) ; and
  
  - (iii) Prevent the *discharge* of *pollutants* from spills and leaks and implement chemical spill and leak prevention and response procedures.
  
- e. **Prohibited Discharges.** The following *discharges* are prohibited:
  - (i) Wastewater from washout of concrete;
  
  - (ii) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;

- (iii) Fuels, oils, or other *pollutants* used in vehicle and equipment operation and maintenance;
  - (iv) Soaps or solvents used in vehicle and equipment washing; and
  - (v) Toxic or hazardous substances from a spill or other release.
- f. Surface Outlets. When discharging from basins and impoundments, the outlets shall be designed, constructed and maintained in such a manner that sediment does not leave the basin or impoundment and that erosion at or below the outlet does not occur.

### **C. Post-construction Stormwater Management Practice Requirements**

1. The *owner or operator* of a *construction activity* that requires post-construction stormwater management practices pursuant to Part III.C. of this permit must select, design, install, and maintain the practices to meet the *performance criteria* in the New York State Stormwater Management Design Manual (“Design Manual”), dated January 2015, using sound engineering judgment. Where post-construction stormwater management practices (“SMPs”) are not designed in conformance with the *performance criteria* in the Design Manual, the *owner or operator* must include in the SWPPP the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.
2. The *owner or operator* of a *construction activity* that requires post-construction stormwater management practices pursuant to Part III.C. of this permit must design the practices to meet the applicable *sizing criteria* in Part I.C.2.a., b., c. or d. of this permit.

#### **a. Sizing Criteria for New Development**

- (i) Runoff Reduction Volume (“RRv”): Reduce the total Water Quality Volume (“WQv”) by application of RR techniques and standard SMPs with RRv capacity. The total WQv shall be calculated in accordance with the criteria in Section 4.2 of the Design Manual.
- (ii) Minimum RRv and Treatment of Remaining Total WQv: Construction activities that cannot meet the criteria in Part I.C.2.a.(i) of this permit due to site limitations shall direct runoff from all newly constructed impervious areas to a RR technique or standard SMP with RRv capacity unless infeasible. The specific site limitations that prevent the reduction of 100% of the WQv shall be documented in the SWPPP.

For each impervious area that is not directed to a RR technique or standard SMP with RRv capacity, the SWPPP must include documentation which demonstrates that all options were considered and for each option explains why it is considered infeasible.

**In no case shall the runoff reduction achieved from the newly constructed impervious areas be less than the Minimum RRv as calculated using the criteria in Section 4.3 of the Design Manual.**

The remaining portion of the total WQv that cannot be reduced shall be treated by application of standard SMPs.

- (iii) Channel Protection Volume (“Cpv”): Provide 24 hour extended detention of the post-developed 1-year, 24-hour storm event; remaining after runoff reduction. The Cpv requirement does not apply when:
  - (1) Reduction of the entire Cpv is achieved by application of runoff reduction techniques or infiltration systems, or
  - (2) The site discharges directly to tidal waters, or fifth order or larger streams.
  
- (iv) *Overbank* Flood Control Criteria (“Qp”): Requires storage to attenuate the post-development 10-year, 24-hour peak discharge rate (Qp) to predevelopment rates. The Qp requirement does not apply when:
  - (1) the site discharges directly to tidal waters or fifth order or larger streams, or
  - (2) A downstream analysis reveals that *overbank* control is not required.
  
- (v) Extreme Flood Control Criteria (“Qf”): Requires storage to attenuate the post-development 100-year, 24-hour peak discharge rate (Qf) to predevelopment rates. The Qf requirement does not apply when:
  - (1) the site discharges directly to tidal waters or fifth order or larger streams, or
  - (2) A downstream analysis reveals that *overbank* control is not required.

**b. Sizing Criteria for New Development in Enhanced Phosphorus Removal Watershed**

- (i) Runoff Reduction Volume (RRv): Reduce the total Water Quality Volume (WQv) by application of RR techniques and standard SMPs with RRv capacity. The total WQv is the runoff volume from the 1-year, 24 hour design storm over the post-developed watershed and shall be

calculated in accordance with the criteria in Section 10.3 of the Design Manual.

- (ii) Minimum RRv and Treatment of Remaining Total WQv: *Construction activities* that cannot meet the criteria in Part I.C.2.b.(i) of this permit due to *site limitations* shall direct runoff from all newly constructed *impervious areas* to a RR technique or standard SMP with RRv capacity unless *infeasible*. The specific *site limitations* that prevent the reduction of 100% of the WQv shall be documented in the SWPPP. For each *impervious area* that is not directed to a RR technique or standard SMP with RRv capacity, the SWPPP must include documentation which demonstrates that all options were considered and for each option explains why it is considered *infeasible*.

**In no case shall the runoff reduction achieved from the newly constructed *impervious areas* be less than the Minimum RRv as calculated using the criteria in Section 10.3 of the Design Manual.** The remaining portion of the total WQv that cannot be reduced shall be treated by application of standard SMPs.

- (iii) Channel Protection Volume (Cpv): Provide 24 hour extended detention of the post-developed 1-year, 24-hour storm event; remaining after runoff reduction. The Cpv requirement does not apply when:
  - (1) Reduction of the entire Cpv is achieved by application of runoff reduction techniques or infiltration systems, or
  - (2) The site *discharges* directly to tidal waters, or fifth order or larger streams.
- (iv) *Overbank* Flood Control Criteria (Qp): Requires storage to attenuate the post-development 10-year, 24-hour peak *discharge* rate (Qp) to predevelopment rates. The Qp requirement does not apply when:
  - (1) the site *discharges* directly to tidal waters or fifth order or larger streams, or
  - (2) A downstream analysis reveals that *overbank* control is not required.
- (v) Extreme Flood Control Criteria (Qf): Requires storage to attenuate the post-development 100-year, 24-hour peak *discharge* rate (Qf) to predevelopment rates. The Qf requirement does not apply when:
  - (1) the site *discharges* directly to tidal waters or fifth order or larger streams, or
  - (2) A downstream analysis reveals that *overbank* control is not required.

**c. Sizing Criteria for Redevelopment Activity**

- (i) Water Quality Volume (WQv): The WQv treatment objective for *redevelopment activity* shall be addressed by one of the following options. *Redevelopment activities* located in an Enhanced Phosphorus Removal Watershed (see Part III.B.3. and Appendix C of this permit) shall calculate the WQv in accordance with Section 10.3 of the Design Manual. All other *redevelopment activities* shall calculate the WQv in accordance with Section 4.2 of the Design Manual.
- (1) Reduce the existing *impervious cover* by a minimum of 25% of the total disturbed, *impervious area*. The Soil Restoration criteria in Section 5.1.6 of the Design Manual must be applied to all newly created pervious areas, or
  - (2) Capture and treat a minimum of 25% of the WQv from the disturbed, *impervious area* by the application of standard SMPs; or reduce 25% of the WQv from the disturbed, *impervious area* by the application of RR techniques or standard SMPs with RRv capacity., or
  - (3) Capture and treat a minimum of 75% of the WQv from the disturbed, *impervious area* as well as any additional runoff from tributary areas by application of the alternative practices discussed in Sections 9.3 and 9.4 of the Design Manual., or
  - (4) Application of a combination of 1, 2 and 3 above that provide a weighted average of at least two of the above methods. Application of this method shall be in accordance with the criteria in Section 9.2.1(B) (IV) of the Design Manual.

If there is an existing post-construction stormwater management practice located on the site that captures and treats runoff from the *impervious area* that is being disturbed, the WQv treatment option selected must, at a minimum, provide treatment equal to the treatment that was being provided by the existing practice(s) if that treatment is greater than the treatment required by options 1 – 4 above.

- (ii) Channel Protection Volume (Cpv): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site.
- (iii) *Overbank* Flood Control Criteria (Qp): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site.
- (iv) Extreme Flood Control Criteria (Qf): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site

**d. Sizing Criteria for Combination of Redevelopment Activity and New Development**

Construction projects that include both New Development and Redevelopment Activity shall provide post-construction stormwater management controls that meet the sizing criteria calculated as an aggregate of the Sizing Criteria in Part I.C.2.a. or b. of this permit for the New Development portion of the project and Part I.C.2.c of this permit for Redevelopment Activity portion of the project.

**D. Maintaining Water Quality**

The Department expects that compliance with the conditions of this permit will control *discharges* necessary to meet applicable *water quality standards*. It shall be a violation of the *ECL* for any discharge to either cause or contribute to a violation of *water quality standards* as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, such as:

1. There shall be no increase in turbidity that will cause a substantial visible contrast to natural conditions;
2. There shall be no increase in suspended, colloidal or settleable solids that will cause deposition or impair the waters for their best usages; and
3. There shall be no residue from oil and floating substances, nor visible oil film, nor globules of grease.

If there is evidence indicating that the stormwater *discharges* authorized by this permit are causing, have the reasonable potential to cause, or are contributing to a violation of the *water quality standards*; the *owner or operator* must take appropriate corrective action in accordance with Part IV.C.5. of this general permit and document in accordance with Part IV.C.4. of this general permit. To address the *water quality standard* violation the *owner or operator* may need to provide additional information, include and implement appropriate controls in the SWPPP to correct the problem, or obtain an individual SPDES permit.

If there is evidence indicating that despite compliance with the terms and conditions of this general permit it is demonstrated that the stormwater *discharges* authorized by this permit are causing or contributing to a violation of *water quality standards*, or if the Department determines that a modification of the permit is necessary to prevent a violation of *water quality standards*, the authorized *discharges* will no longer be eligible for coverage under this permit. The Department may require the *owner or operator* to obtain an individual SPDES permit to continue discharging.

### **E. Eligibility Under This General Permit**

1. This permit may authorize all *discharges* of stormwater from *construction activity* to *surface waters of the State* and *groundwaters* except for ineligible *discharges* identified under subparagraph F. of this Part.
2. Except for non-stormwater *discharges* explicitly listed in the next paragraph, this permit only authorizes stormwater *discharges*; including stormwater runoff, snowmelt runoff, and surface runoff and drainage, from *construction activities*.
3. Notwithstanding paragraphs E.1 and E.2 above, the following non-stormwater discharges are authorized by this permit: those listed in 6 NYCRR 750-1.2(a)(29)(vi), with the following exception: “Discharges from firefighting activities are authorized only when the firefighting activities are emergencies/unplanned”; waters to which other components have not been added that are used to control dust in accordance with the SWPPP; and uncontaminated *discharges* from *construction site* de-watering operations. All non-stormwater discharges must be identified in the SWPPP. Under all circumstances, the *owner or operator* must still comply with *water quality standards* in Part I.D of this permit.
4. The *owner or operator* must maintain permit eligibility to *discharge* under this permit. Any *discharges* that are not compliant with the eligibility conditions of this permit are not authorized by the permit and the *owner or operator* must either apply for a separate permit to cover those ineligible *discharges* or take steps necessary to make the *discharge* eligible for coverage.

### **F. Activities Which Are Ineligible for Coverage Under This General Permit**

All of the following are **not** authorized by this permit:

1. *Discharges* after *construction activities* have been completed and the site has undergone *final stabilization*;
2. *Discharges* that are mixed with sources of non-stormwater other than those expressly authorized under subsection E.3. of this Part and identified in the SWPPP required by this permit;
3. *Discharges* that are required to obtain an individual SPDES permit or another SPDES general permit pursuant to Part VII.K. of this permit;
4. *Construction activities* or *discharges* from *construction activities* that may adversely affect an *endangered or threatened species* unless the *owner or*



*operator* has obtained a permit issued pursuant to 6 NYCRR Part 182 for the project or the Department has issued a letter of non-jurisdiction for the project. All documentation necessary to demonstrate eligibility shall be maintained on site in accordance with Part II.D.2 of this permit;

5. *Discharges* which either cause or contribute to a violation of *water quality standards* adopted pursuant to the *ECL* and its accompanying regulations;
6. *Construction activities* for residential, commercial and institutional projects:
  - a. Where the *discharges* from the *construction activities* are tributary to waters of the state classified as AA or AA-s; and
  - b. Which are undertaken on land with no existing *impervious cover*; and
  - c. Which disturb one (1) or more acres of land designated on the current United States Department of Agriculture (“USDA”) Soil Survey as Soil Slope Phase “D”, (provided the map unit name is inclusive of slopes greater than 25%), or Soil Slope Phase “E” or “F” (regardless of the map unit name), or a combination of the three designations.
7. *Construction activities* for linear transportation projects and linear utility projects:
  - a. Where the *discharges* from the *construction activities* are tributary to waters of the state classified as AA or AA-s; and
  - b. Which are undertaken on land with no existing *impervious cover*; and
  - c. Which disturb two (2) or more acres of land designated on the current USDA Soil Survey as Soil Slope Phase “D” (provided the map unit name is inclusive of slopes greater than 25%), or Soil Slope Phase “E” or “F” (regardless of the map unit name), or a combination of the three designations.

8. *Construction activities* that have the potential to affect an *historic property*, unless there is documentation that such impacts have been resolved. The following documentation necessary to demonstrate eligibility with this requirement shall be maintained on site in accordance with Part II.D.2 of this permit and made available to the Department in accordance with Part VII.F of this permit:
- a. Documentation that the *construction activity* is not within an archeologically sensitive area indicated on the sensitivity map, and that the *construction activity* is not located on or immediately adjacent to a property listed or determined to be eligible for listing on the National or State Registers of Historic Places, and that there is no new permanent building on the *construction site* within the following distances from a building, structure, or object that is more than 50 years old, or if there is such a new permanent building on the *construction site* within those parameters that NYS Office of Parks, Recreation and Historic Preservation (OPRHP), a Historic Preservation Commission of a Certified Local Government, or a qualified preservation professional has determined that the building, structure, or object more than 50 years old is not historically/archeologically significant.
    - 1-5 acres of disturbance - 20 feet
    - 5-20 acres of disturbance - 50 feet
    - 20+ acres of disturbance - 100 feet, or
  - b. DEC consultation form sent to OPRHP, and copied to the NYS DEC Agency Historic Preservation Officer (APO), and
    - (i) the State Environmental Quality Review (SEQR) Environmental Assessment Form (EAF) with a negative declaration or the Findings Statement, with documentation of OPRHP's agreement with the resolution; or
    - (ii) documentation from OPRHP that the *construction activity* will result in No Impact; or
    - (iii) documentation from OPRHP providing a determination of No Adverse Impact; or
    - (iv) a Letter of Resolution signed by the owner/operator, OPRHP and the DEC APO which allows for this *construction activity* to be eligible for coverage under the general permit in terms of the State Historic Preservation Act (SHPA); or
  - c. Documentation of satisfactory compliance with Section 106 of the National Historic Preservation Act for a coterminous project area:

- (i) No Affect
- (ii) No Adverse Affect
- (iii) Executed Memorandum of Agreement, or

d. Documentation that:

- (i) SHPA Section 14.09 has been completed by NYS DEC or another state agency.
9. *Discharges from construction activities* that are subject to an existing SPDES individual or general permit where a SPDES permit for *construction activity* has been terminated or denied; or where the *owner or operator* has failed to renew an expired individual permit.

## Part II. PERMIT COVERAGE

### A. How to Obtain Coverage

1. An *owner or operator* of a *construction activity* that is not subject to the requirements of a regulated, traditional land use control MS4 must first prepare a SWPPP in accordance with all applicable requirements of this permit and then submit a completed Notice of Intent (NOI) to the Department to be authorized to discharge under this permit.
2. An *owner or operator* of a *construction activity* that is subject to the requirements of a *regulated, traditional land use control MS4* must first prepare a SWPPP in accordance with all applicable requirements of this permit and then have the SWPPP reviewed and accepted by the *regulated, traditional land use control MS4* prior to submitting the NOI to the Department. The *owner or operator* shall have the “MS4 SWPPP Acceptance” form signed in accordance with Part VII.H., and then submit that form along with a completed NOI to the Department.
3. The requirement for an *owner or operator* to have its SWPPP reviewed and accepted by the *regulated, traditional land use control MS4* prior to submitting the NOI to the Department does not apply to an *owner or operator* that is obtaining permit coverage in accordance with the requirements in Part II.F. (Change of *Owner or Operator*) or where the *owner or operator* of the *construction activity* is the *regulated, traditional land use control MS4* . This exemption does not apply to *construction activities* subject to the New York City Administrative Code.

## B. Notice of Intent (NOI) Submittal

1. Prior to December 21, 2020, an owner or operator shall use either the electronic (eNOI) or paper version of the NOI that the Department prepared. Both versions of the NOI are located on the Department's website (<http://www.dec.ny.gov/>). The paper version of the NOI shall be signed in accordance with Part VII.H. of this permit and submitted to the following address:

**NOTICE OF INTENT  
NYS DEC, Bureau of Water Permits  
625 Broadway, 4<sup>th</sup> Floor  
Albany, New York 12233-3505**

2. Beginning December 21, 2020 and in accordance with EPA's 2015 NPDES Electronic Reporting Rule (40 CFR Part 127), the *owner or operator* must submit the NOI electronically using the *Department's* online NOI.
3. The *owner or operator* shall have the SWPPP preparer sign the "SWPPP Preparer Certification" statement on the NOI prior to submitting the form to the Department.
4. As of the date the NOI is submitted to the Department, the *owner or operator* shall make the NOI and SWPPP available for review and copying in accordance with the requirements in Part VII.F. of this permit.

## C. Permit Authorization

1. An *owner or operator* shall not *commence construction activity* until their authorization to *discharge* under this permit goes into effect.
2. Authorization to *discharge* under this permit will be effective when the *owner or operator* has satisfied all of the following criteria:
  - a. project review pursuant to the State Environmental Quality Review Act ("SEQRA") have been satisfied, when SEQRA is applicable. See the Department's website (<http://www.dec.ny.gov/>) for more information,
  - b. where required, all necessary Department permits subject to the *Uniform Procedures Act ("UPA")* (see 6 NYCRR Part 621), or the equivalent from another New York State agency, have been obtained, unless otherwise notified by the Department pursuant to 6 NYCRR 621.3(a)(4). *Owners or operators of construction activities* that are required to obtain *UPA* permits

must submit a preliminary SWPPP to the appropriate DEC Permit Administrator at the Regional Office listed in Appendix F at the time all other necessary *UPA* permit applications are submitted. The preliminary SWPPP must include sufficient information to demonstrate that the *construction activity* qualifies for authorization under this permit,

- c. the final SWPPP has been prepared, and
  - d. a complete NOI has been submitted to the Department in accordance with the requirements of this permit.
3. An *owner or operator* that has satisfied the requirements of Part II.C.2 above will be authorized to *discharge* stormwater from their *construction activity* in accordance with the following schedule:
- a. For *construction activities* that are not subject to the requirements of a *regulated, traditional land use control MS4*:
    - (i) Five (5) business days from the date the Department receives a complete electronic version of the NOI (eNOI) for *construction activities* with a SWPPP that has been prepared in conformance with the design criteria in the technical standard referenced in Part III.B.1 and the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C.; or
    - (ii) Sixty (60) business days from the date the Department receives a complete NOI (electronic or paper version) for *construction activities* with a SWPPP that has not been prepared in conformance with the design criteria in technical standard referenced in Part III.B.1. or, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C., the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, or;
    - (iii) Ten (10) business days from the date the Department receives a complete paper version of the NOI for *construction activities* with a SWPPP that has been prepared in conformance with the design criteria in the technical standard referenced in Part III.B.1 and the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C.

- b. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4*:
  - (i) Five (5) business days from the date the Department receives both a complete electronic version of the NOI (eNOI) and signed “MS4 SWPPP Acceptance” form, or
  - (ii) Ten (10) business days from the date the Department receives both a complete paper version of the NOI and signed “MS4 SWPPP Acceptance” form.
4. Coverage under this permit authorizes stormwater *discharges* from only those areas of disturbance that are identified in the NOI. If an *owner or operator* wishes to have stormwater *discharges* from future or additional areas of disturbance authorized, they must submit a new NOI that addresses that phase of the development, unless otherwise notified by the Department. The *owner or operator* shall not *commence construction activity* on the future or additional areas until their authorization to *discharge* under this permit goes into effect in accordance with Part II.C. of this permit.

#### **D. General Requirements For Owners or Operators With Permit Coverage**

1. The *owner or operator* shall ensure that the provisions of the SWPPP are implemented from the *commencement of construction activity* until all areas of disturbance have achieved *final stabilization* and the Notice of Termination (“NOT”) has been submitted to the Department in accordance with Part V. of this permit. This includes any changes made to the SWPPP pursuant to Part III.A.4. of this permit.
2. The *owner or operator* shall maintain a copy of the General Permit (GP-0-20-001), NOI, *NOI Acknowledgment Letter*, SWPPP, MS4 SWPPP Acceptance form, inspection reports, responsible contractor’s or subcontractor’s certification statement (see Part III.A.6.), and all documentation necessary to demonstrate eligibility with this permit at the *construction site* until all disturbed areas have achieved *final stabilization* and the NOT has been submitted to the Department. The documents must be maintained in a secure location, such as a job trailer, on-site construction office, or mailbox with lock. The secure location must be accessible during normal business hours to an individual performing a compliance inspection.
3. The *owner or operator of a construction activity* shall not disturb greater than five (5) acres of soil at any one time without prior written authorization from the Department or, in areas under the jurisdiction of a *regulated, traditional land*

*use control MS4, the regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*). At a minimum, the *owner or operator* must comply with the following requirements in order to be authorized to disturb greater than five (5) acres of soil at any one time:

- a. The *owner or operator* shall have a *qualified inspector* conduct **at least** two (2) site inspections in accordance with Part IV.C. of this permit every seven (7) calendar days, for as long as greater than five (5) acres of soil remain disturbed. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
  - b. In areas where soil disturbance activity has temporarily or permanently ceased, the application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days from the date the current soil disturbance activity ceased. The soil stabilization measures selected shall be in conformance with the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016.
  - c. The *owner or operator* shall prepare a phasing plan that defines maximum disturbed area per phase and shows required cuts and fills.
  - d. The *owner or operator* shall install any additional site-specific practices needed to protect water quality.
  - e. The *owner or operator* shall include the requirements above in their SWPPP.
4. In accordance with statute, regulations, and the terms and conditions of this permit, the Department may suspend or revoke an *owner's or operator's* coverage under this permit at any time if the Department determines that the SWPPP does not meet the permit requirements or consistent with Part VII.K..
  5. Upon a finding of significant non-compliance with the practices described in the SWPPP or violation of this permit, the Department may order an immediate stop to all activity at the site until the non-compliance is remedied. The stop work order shall be in writing, describe the non-compliance in detail, and be sent to the *owner or operator*.
  6. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4*, the *owner or operator* shall notify the

*regulated, traditional land use control MS4* in writing of any planned amendments or modifications to the post-construction stormwater management practice component of the SWPPP required by Part III.A. 4. and 5. of this permit. Unless otherwise notified by the *regulated, traditional land use control MS4*, the *owner or operator* shall have the SWPPP amendments or modifications reviewed and accepted by the *regulated, traditional land use control MS4* prior to commencing construction of the post-construction stormwater management practice.

#### **E. Permit Coverage for Discharges Authorized Under GP-0-15-002**

1. Upon renewal of SPDES General Permit for Stormwater Discharges from *Construction Activity* (Permit No. GP-0-15-002), an *owner or operator* of a *construction activity* with coverage under GP-0-15-002, as of the effective date of GP- 0-20-001, shall be authorized to *discharge* in accordance with GP- 0-20-001, unless otherwise notified by the Department.

An *owner or operator* may continue to implement the technical/design components of the post-construction stormwater management controls provided that such design was done in conformance with the technical standards in place at the time of initial project authorization. However, they must comply with the other, non-design provisions of GP-0-20-001.

#### **F. Change of Owner or Operator**

1. When property ownership changes or when there is a change in operational control over the construction plans and specifications, the original *owner or operator* must notify the new *owner or operator*, in writing, of the requirement to obtain permit coverage by submitting a NOI with the Department. For *construction activities* subject to the requirements of a *regulated, traditional land use control MS4*, the original *owner or operator* must also notify the MS4, in writing, of the change in ownership at least 30 calendar days prior to the change in ownership.
2. Once the new *owner or operator* obtains permit coverage, the original *owner or operator* shall then submit a completed NOT with the name and permit identification number of the new *owner or operator* to the Department at the address in Part II.B.1. of this permit. If the original *owner or operator* maintains ownership of a portion of the *construction activity* and will disturb soil, they must maintain their coverage under the permit.
3. Permit coverage for the new *owner or operator* will be effective as of the date the Department receives a complete NOI, provided the original *owner or*



*operator* was not subject to a sixty (60) business day authorization period that has not expired as of the date the Department receives the NOI from the new *owner or operator*.

### Part III. STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

#### A. General SWPPP Requirements

1. A SWPPP shall be prepared and implemented by the *owner or operator* of each *construction activity* covered by this permit. The SWPPP must document the selection, design, installation, implementation and maintenance of the control measures and practices that will be used to meet the effluent limitations in Part I.B. of this permit and where applicable, the post-construction stormwater management practice requirements in Part I.C. of this permit. The SWPPP shall be prepared prior to the submittal of the NOI. The NOI shall be submitted to the Department prior to the *commencement of construction activity*. A copy of the completed, final NOI shall be included in the SWPPP.
2. The SWPPP shall describe the erosion and sediment control practices and where required, post-construction stormwater management practices that will be used and/or constructed to reduce the *pollutants* in stormwater *discharges* and to assure compliance with the terms and conditions of this permit. In addition, the SWPPP shall identify potential sources of pollution which may reasonably be expected to affect the quality of stormwater *discharges*.
3. All SWPPPs that require the post-construction stormwater management practice component shall be prepared by a *qualified professional* that is knowledgeable in the principles and practices of stormwater management and treatment.
4. The *owner or operator* must keep the SWPPP current so that it at all times accurately documents the erosion and sediment controls practices that are being used or will be used during construction, and all post-construction stormwater management practices that will be constructed on the site. At a minimum, the *owner or operator* shall amend the SWPPP, including construction drawings:
  - a. whenever the current provisions prove to be ineffective in minimizing *pollutants* in stormwater *discharges* from the site;

- b. whenever there is a change in design, construction, or operation at the *construction site* that has or could have an effect on the *discharge* of *pollutants*;
  - c. to address issues or deficiencies identified during an inspection by the *qualified inspector*, the Department or other regulatory authority; and
  - d. to document the final construction conditions.
5. The Department may notify the *owner or operator* at any time that the SWPPP does not meet one or more of the minimum requirements of this permit. The notification shall be in writing and identify the provisions of the SWPPP that require modification. Within fourteen (14) calendar days of such notification, or as otherwise indicated by the Department, the *owner or operator* shall make the required changes to the SWPPP and submit written notification to the Department that the changes have been made. If the *owner or operator* does not respond to the Department's comments in the specified time frame, the Department may suspend the *owner's or operator's* coverage under this permit or require the *owner or operator* to obtain coverage under an individual SPDES permit in accordance with Part II.D.4. of this permit.
6. Prior to the *commencement of construction activity*, the *owner or operator* must identify the contractor(s) and subcontractor(s) that will be responsible for installing, constructing, repairing, replacing, inspecting and maintaining the erosion and sediment control practices included in the SWPPP; and the contractor(s) and subcontractor(s) that will be responsible for constructing the post-construction stormwater management practices included in the SWPPP. The *owner or operator* shall have each of the contractors and subcontractors identify at least one person from their company that will be responsible for implementation of the SWPPP. This person shall be known as the *trained contractor*. The *owner or operator* shall ensure that at least one *trained contractor* is on site on a daily basis when soil disturbance activities are being performed.

The *owner or operator* shall have each of the contractors and subcontractors identified above sign a copy of the following certification statement below before they commence any *construction activity*:

"I hereby certify under penalty of law that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the *qualified inspector* during a site inspection. I also understand that the *owner or operator* must comply with

the terms and conditions of the most current version of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater *discharges* from *construction activities* and that it is unlawful for any person to cause or contribute to a violation of *water quality standards*. Furthermore, I am aware that there are significant penalties for submitting false information, that I do not believe to be true, including the possibility of fine and imprisonment for knowing violations"

In addition to providing the certification statement above, the certification page must also identify the specific elements of the SWPPP that each contractor and subcontractor will be responsible for and include the name and title of the person providing the signature; the name and title of the *trained contractor* responsible for SWPPP implementation; the name, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification statement is signed. The *owner or operator* shall attach the certification statement(s) to the copy of the SWPPP that is maintained at the *construction site*. If new or additional contractors are hired to implement measures identified in the SWPPP after construction has commenced, they must also sign the certification statement and provide the information listed above.

7. For projects where the Department requests a copy of the SWPPP or inspection reports, the *owner or operator* shall submit the documents in both electronic (PDF only) and paper format within five (5) business days, unless otherwise notified by the Department.

## **B. Required SWPPP Contents**

1. Erosion and sediment control component - All SWPPPs prepared pursuant to this permit shall include erosion and sediment control practices designed in conformance with the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016. Where erosion and sediment control practices are not designed in conformance with the design criteria included in the technical standard, the *owner or operator* must demonstrate *equivalence* to the technical standard. At a minimum, the erosion and sediment control component of the SWPPP shall include the following:
  - a. Background information about the scope of the project, including the location, type and size of project

- b. A site map/construction drawing(s) for the project, including a general location map. At a minimum, the site map shall show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; on-site and adjacent off-site surface water(s); floodplain/floodway boundaries; wetlands and drainage patterns that could be affected by the *construction activity*; existing and final contours ; locations of different soil types with boundaries; material, waste, borrow or equipment storage areas located on adjacent properties; and location(s) of the stormwater *discharge(s)*;
- c. A description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG);
- d. A construction phasing plan and sequence of operations describing the intended order of *construction activities*, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance;
- e. A description of the minimum erosion and sediment control practices to be installed or implemented for each *construction activity* that will result in soil disturbance. Include a schedule that identifies the timing of initial placement or implementation of each erosion and sediment control practice and the minimum time frames that each practice should remain in place or be implemented;
- f. A temporary and permanent soil stabilization plan that meets the requirements of this general permit and the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016, for each stage of the project, including initial land clearing and grubbing to project completion and achievement of *final stabilization*;
- g. A site map/construction drawing(s) showing the specific location(s), size(s), and length(s) of each erosion and sediment control practice;
- h. The dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices. Include the location and sizing of any temporary sediment basins and structural practices that will be used to divert flows from exposed soils;
- i. A maintenance inspection schedule for the contractor(s) identified in Part III.A.6. of this permit, to ensure continuous and effective operation of the erosion and sediment control practices. The maintenance inspection

schedule shall be in accordance with the requirements in the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016;

- j. A description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a *pollutant* source in the stormwater *discharges*;
  - k. A description and location of any stormwater *discharges* associated with industrial activity other than construction at the site, including, but not limited to, stormwater *discharges* from asphalt plants and concrete plants located on the *construction site*; and
  - l. Identification of any elements of the design that are not in conformance with the design criteria in the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016. Include the reason for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.
2. Post-construction stormwater management practice component – The *owner or operator* of any construction project identified in Table 2 of Appendix B as needing post-construction stormwater management practices shall prepare a SWPPP that includes practices designed in conformance with the applicable *sizing criteria* in Part I.C.2.a., c. or d. of this permit and the *performance criteria* in the technical standard, New York State Stormwater Management Design Manual dated January 2015

Where post-construction stormwater management practices are not designed in conformance with the *performance criteria* in the technical standard, the *owner or operator* must include in the SWPPP the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.

The post-construction stormwater management practice component of the SWPPP shall include the following:

- a. Identification of all post-construction stormwater management practices to be constructed as part of the project. Include the dimensions, material specifications and installation details for each post-construction stormwater management practice;

- b. A site map/construction drawing(s) showing the specific location and size of each post-construction stormwater management practice;
- c. A Stormwater Modeling and Analysis Report that includes:
  - (i) Map(s) showing pre-development conditions, including watershed/subcatchments boundaries, flow paths/routing, and design points;
  - (ii) Map(s) showing post-development conditions, including watershed/subcatchments boundaries, flow paths/routing, design points and post-construction stormwater management practices;
  - (iii) Results of stormwater modeling (i.e. hydrology and hydraulic analysis) for the required storm events. Include supporting calculations (model runs), methodology, and a summary table that compares pre and post-development runoff rates and volumes for the different storm events;
  - (iv) Summary table, with supporting calculations, which demonstrates that each post-construction stormwater management practice has been designed in conformance with the *sizing criteria* included in the Design Manual;
  - (v) Identification of any *sizing criteria* that is not required based on the requirements included in Part I.C. of this permit; and
  - (vi) Identification of any elements of the design that are not in conformance with the *performance criteria* in the Design Manual. Include the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the Design Manual;
- d. Soil testing results and locations (test pits, borings);
- e. Infiltration test results, when required; and
- f. An operations and maintenance plan that includes inspection and maintenance schedules and actions to ensure continuous and effective operation of each post-construction stormwater management practice. The plan shall identify the entity that will be responsible for the long term operation and maintenance of each practice.

3. Enhanced Phosphorus Removal Standards - All construction projects identified in Table 2 of Appendix B that are located in the watersheds identified in Appendix C shall prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the applicable *sizing criteria* in Part I.C.2. b., c. or d. of this permit and the *performance criteria*, Enhanced Phosphorus Removal Standards included in the Design Manual. At a minimum, the post-construction stormwater management practice component of the SWPPP shall include items 2.a - 2.f. above.

### **C. Required SWPPP Components by Project Type**

Unless otherwise notified by the Department, *owners or operators of construction activities* identified in Table 1 of Appendix B are required to prepare a SWPPP that only includes erosion and sediment control practices designed in conformance with Part III.B.1 of this permit. *Owners or operators of the construction activities* identified in Table 2 of Appendix B shall prepare a SWPPP that also includes post-construction stormwater management practices designed in conformance with Part III.B.2 or 3 of this permit.

## **Part IV. INSPECTION AND MAINTENANCE REQUIREMENTS**

### **A. General Construction Site Inspection and Maintenance Requirements**

1. The *owner or operator* must ensure that all erosion and sediment control practices (including pollution prevention measures) and all post-construction stormwater management practices identified in the SWPPP are inspected and maintained in accordance with Part IV.B. and C. of this permit.
2. The terms of this permit shall not be construed to prohibit the State of New York from exercising any authority pursuant to the ECL, common law or federal law, or prohibit New York State from taking any measures, whether civil or criminal, to prevent violations of the laws of the State of New York or protect the public health and safety and/or the environment.

### **B. Contractor Maintenance Inspection Requirements**

1. The *owner or operator* of each *construction activity* identified in Tables 1 and 2 of Appendix B shall have a *trained contractor* inspect the erosion and sediment control practices and pollution prevention measures being implemented within the active work area daily to ensure that they are being maintained in effective operating condition at all times. If deficiencies are identified, the contractor shall

begin implementing corrective actions within one business day and shall complete the corrective actions in a reasonable time frame.

2. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and *temporary stabilization* measures have been applied to all disturbed areas, the *trained contractor* can stop conducting the maintenance inspections. The *trained contractor* shall begin conducting the maintenance inspections in accordance with Part IV.B.1. of this permit as soon as soil disturbance activities resume.
3. For construction sites where soil disturbance activities have been shut down with partial project completion, the *trained contractor* can stop conducting the maintenance inspections if all areas disturbed as of the project shutdown date have achieved *final stabilization* and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational.

### C. Qualified Inspector Inspection Requirements

The *owner or operator* shall have a *qualified inspector* conduct site inspections in conformance with the following requirements:

[Note: The *trained contractor* identified in Part III.A.6. and IV.B. of this permit **cannot** conduct the *qualified inspector* site inspections unless they meet the *qualified inspector* qualifications included in Appendix A. In order to perform these inspections, the *trained contractor* would have to be a:

- licensed Professional Engineer,
  - Certified Professional in Erosion and Sediment Control (CPESC),
  - New York State Erosion and Sediment Control Certificate Program holder
  - Registered Landscape Architect, or
  - someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided they have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity].
1. A *qualified inspector* shall conduct site inspections for all *construction activities* identified in Tables 1 and 2 of Appendix B, with the exception of:
    - a. the construction of a single family residential subdivision with 25% or less *impervious cover* at total site build-out that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres and is not located



in one of the watersheds listed in Appendix C and not directly discharging to one of the 303(d) segments listed in Appendix E;

- b. the construction of a single family home that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres and is not located in one of the watersheds listed in Appendix C and not directly discharging to one of the 303(d) segments listed in Appendix E;
  - c. construction on agricultural property that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres; and
  - d. *construction activities* located in the watersheds identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.
2. Unless otherwise notified by the Department, the *qualified inspector* shall conduct site inspections in accordance with the following timetable:
- a. For construction sites where soil disturbance activities are on-going, the *qualified inspector* shall conduct a site inspection at least once every seven (7) calendar days.
  - b. For construction sites where soil disturbance activities are on-going and the *owner or operator* has received authorization in accordance with Part II.D.3 to disturb greater than five (5) acres of soil at any one time, the *qualified inspector* shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
  - c. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and *temporary stabilization* measures have been applied to all disturbed areas, the *qualified inspector* shall conduct a site inspection at least once every thirty (30) calendar days. The *owner or operator* shall notify the DOW Water (SPDES) Program contact at the Regional Office (see contact information in Appendix F) or, in areas under the jurisdiction of a *regulated, traditional land use control MS4*, the *regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*) in writing prior to reducing the frequency of inspections.

- d. For construction sites where soil disturbance activities have been shut down with partial project completion, the *qualified inspector* can stop conducting inspections if all areas disturbed as of the project shutdown date have achieved *final stabilization* and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational. The *owner or operator* shall notify the DOW Water (SPDES) Program contact at the Regional Office (see contact information in Appendix F) or, in areas under the jurisdiction of a *regulated, traditional land use control MS4*, the *regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*) in writing prior to the shutdown. If soil disturbance activities are not resumed within 2 years from the date of shutdown, the *owner or operator* shall have the *qualified inspector* perform a final inspection and certify that all disturbed areas have achieved *final stabilization*, and all temporary, structural erosion and sediment control measures have been removed; and that all post-construction stormwater management practices have been constructed in conformance with the SWPPP by signing the “*Final Stabilization*” and “*Post-Construction Stormwater Management Practice*” certification statements on the NOT. The *owner or operator* shall then submit the completed NOT form to the address in Part II.B.1 of this permit.
  - e. For construction sites that directly *discharge* to one of the 303(d) segments listed in Appendix E or is located in one of the watersheds listed in Appendix C, the *qualified inspector* shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
3. At a minimum, the *qualified inspector* shall inspect all erosion and sediment control practices and pollution prevention measures to ensure integrity and effectiveness, all post-construction stormwater management practices under construction to ensure that they are constructed in conformance with the SWPPP, all areas of disturbance that have not achieved *final stabilization*, all points of *discharge* to natural surface waterbodies located within, or immediately adjacent to, the property boundaries of the *construction site*, and all points of *discharge* from the *construction site*.
  4. The *qualified inspector* shall prepare an inspection report subsequent to each and every inspection. At a minimum, the inspection report shall include and/or address the following:

- a. Date and time of inspection;
- b. Name and title of person(s) performing inspection;
- c. A description of the weather and soil conditions (e.g. dry, wet, saturated) at the time of the inspection;
- d. A description of the condition of the runoff at all points of *discharge* from the *construction site*. This shall include identification of any *discharges* of sediment from the *construction site*. Include *discharges* from conveyance systems (i.e. pipes, culverts, ditches, etc.) and overland flow;
- e. A description of the condition of all natural surface waterbodies located within, or immediately adjacent to, the property boundaries of the *construction site* which receive runoff from disturbed areas. This shall include identification of any *discharges* of sediment to the surface waterbody;
- f. Identification of all erosion and sediment control practices and pollution prevention measures that need repair or maintenance;
- g. Identification of all erosion and sediment control practices and pollution prevention measures that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;
- h. Description and sketch of areas with active soil disturbance activity, areas that have been disturbed but are inactive at the time of the inspection, and areas that have been stabilized (temporary and/or final) since the last inspection;
- i. Current phase of construction of all post-construction stormwater management practices and identification of all construction that is not in conformance with the SWPPP and technical standards;
- j. Corrective action(s) that must be taken to install, repair, replace or maintain erosion and sediment control practices and pollution prevention measures; and to correct deficiencies identified with the construction of the post-construction stormwater management practice(s);
- k. Identification and status of all corrective actions that were required by previous inspection; and

- I. Digital photographs, with date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The *qualified inspector* shall attach paper color copies of the digital photographs to the inspection report being maintained onsite within seven (7) calendar days of the date of the inspection. The *qualified inspector* shall also take digital photographs, with date stamp, that clearly show the condition of the practice(s) after the corrective action has been completed. The *qualified inspector* shall attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.
5. Within one business day of the completion of an inspection, the *qualified inspector* shall notify the *owner or operator* and appropriate contractor or subcontractor identified in Part III.A.6. of this permit of any corrective actions that need to be taken. The contractor or subcontractor shall begin implementing the corrective actions within one business day of this notification and shall complete the corrective actions in a reasonable time frame.
6. All inspection reports shall be signed by the *qualified inspector*. Pursuant to Part II.D.2. of this permit, the inspection reports shall be maintained on site with the SWPPP.

## **Part V. TERMINATION OF PERMIT COVERAGE**

### **A. Termination of Permit Coverage**

1. An *owner or operator* that is eligible to terminate coverage under this permit must submit a completed NOT form to the address in Part II.B.1 of this permit. The NOT form shall be one which is associated with this permit, signed in accordance with Part VII.H of this permit.
2. An *owner or operator* may terminate coverage when one or more the following conditions have been met:
  - a. Total project completion - All *construction activity* identified in the SWPPP has been completed; and all areas of disturbance have achieved *final stabilization*; and all temporary, structural erosion and sediment control measures have been removed; and all post-construction stormwater management practices have been constructed in conformance with the SWPPP and are operational;

- b. Planned shutdown with partial project completion - All soil disturbance activities have ceased; and all areas disturbed as of the project shutdown date have achieved *final stabilization*; and all temporary, structural erosion and sediment control measures have been removed; and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational;
      - c. A new *owner or operator* has obtained coverage under this permit in accordance with Part II.F. of this permit.
      - d. The *owner or operator* obtains coverage under an alternative SPDES general permit or an individual SPDES permit.
3. For *construction activities* meeting subdivision 2a. or 2b. of this Part, the *owner or operator* shall have the *qualified inspector* perform a final site inspection prior to submitting the NOT. The *qualified inspector* shall, by signing the “*Final Stabilization*” and “*Post-Construction Stormwater Management Practice certification statements*” on the NOT, certify that all the requirements in Part V.A.2.a. or b. of this permit have been achieved.
4. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4* and meet subdivision 2a. or 2b. of this Part, the *owner or operator* shall have the *regulated, traditional land use control MS4* sign the “*MS4 Acceptance*” statement on the NOT in accordance with the requirements in Part VII.H. of this permit. The *regulated, traditional land use control MS4* official, by signing this statement, has determined that it is acceptable for the *owner or operator* to submit the NOT in accordance with the requirements of this Part. The *regulated, traditional land use control MS4* can make this determination by performing a final site inspection themselves or by accepting the *qualified inspector’s* final site inspection certification(s) required in Part V.A.3. of this permit.
5. For *construction activities* that require post-construction stormwater management practices and meet subdivision 2a. of this Part, the *owner or operator* must, prior to submitting the NOT, ensure one of the following:
  - a. the post-construction stormwater management practice(s) and any right-of-way(s) needed to maintain such practice(s) have been deeded to the municipality in which the practice(s) is located,

- b. an executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s),
- c. for post-construction stormwater management practices that are privately owned, the *owner or operator* has a mechanism in place that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan, such as a deed covenant in the *owner or operator's* deed of record,
- d. for post-construction stormwater management practices that are owned by a public or private institution (e.g. school, university, hospital), government agency or authority, or public utility; the *owner or operator* has policy and procedures in place that ensures operation and maintenance of the practices in accordance with the operation and maintenance plan.

## **Part VI. REPORTING AND RETENTION RECORDS**

### **A. Record Retention**

The *owner or operator* shall retain a copy of the NOI, NOI Acknowledgment Letter, SWPPP, MS4 SWPPP Acceptance form and any inspection reports that were prepared in conjunction with this permit for a period of at least five (5) years from the date that the Department receives a complete NOT submitted in accordance with Part V. of this general permit.

### **B. Addresses**

With the exception of the NOI, NOT, and MS4 SWPPP Acceptance form (which must be submitted to the address referenced in Part II.B.1 of this permit), all written correspondence requested by the Department, including individual permit applications, shall be sent to the address of the appropriate DOW Water (SPDES) Program contact at the Regional Office listed in Appendix F.

## **Part VII. STANDARD PERMIT CONDITIONS**

### **A. Duty to Comply**

The *owner or operator* must comply with all conditions of this permit. All contractors and subcontractors associated with the project must comply with the terms of the SWPPP. Any non-compliance with this permit constitutes a violation of the Clean Water

Act (CWA) and the ECL and is grounds for an enforcement action against the *owner or operator* and/or the contractor/subcontractor; permit revocation, suspension or modification; or denial of a permit renewal application. Upon a finding of significant non-compliance with this permit or the applicable SWPPP, the Department may order an immediate stop to all *construction activity* at the site until the non-compliance is remedied. The stop work order shall be in writing, shall describe the non-compliance in detail, and shall be sent to the *owner or operator*.

If any human remains or archaeological remains are encountered during excavation, the *owner or operator* must immediately cease, or cause to cease, all *construction activity* in the area of the remains and notify the appropriate Regional Water Engineer (RWE). *Construction activity* shall not resume until written permission to do so has been received from the RWE.

#### **B. Continuation of the Expired General Permit**

This permit expires five (5) years from the effective date. If a new general permit is not issued prior to the expiration of this general permit, an *owner or operator* with coverage under this permit may continue to operate and *discharge* in accordance with the terms and conditions of this general permit, if it is extended pursuant to the State Administrative Procedure Act and 6 NYCRR Part 621, until a new general permit is issued.

#### **C. Enforcement**

Failure of the *owner or operator*, its contractors, subcontractors, agents and/or assigns to strictly adhere to any of the permit requirements contained herein shall constitute a violation of this permit. There are substantial criminal, civil, and administrative penalties associated with violating the provisions of this permit. Fines of up to \$37,500 per day for each violation and imprisonment for up to fifteen (15) years may be assessed depending upon the nature and degree of the offense.

#### **D. Need to Halt or Reduce Activity Not a Defense**

It shall not be a defense for an *owner or operator* in an enforcement action that it would have been necessary to halt or reduce the *construction activity* in order to maintain compliance with the conditions of this permit.

### **E. Duty to Mitigate**

The *owner or operator* and its contractors and subcontractors shall take all reasonable steps to *minimize* or prevent any *discharge* in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

### **F. Duty to Provide Information**

The *owner or operator* shall furnish to the Department, within a reasonable specified time period of a written request, all documentation necessary to demonstrate eligibility and any information to determine compliance with this permit or to determine whether cause exists for modifying or revoking this permit, or suspending or denying coverage under this permit, in accordance with the terms and conditions of this permit. The NOI, SWPPP and inspection reports required by this permit are public documents that the *owner or operator* must make available for review and copying by any person within five (5) business days of the *owner or operator* receiving a written request by any such person to review these documents. Copying of documents will be done at the requester's expense.

### **G. Other Information**

When the *owner or operator* becomes aware that they failed to submit any relevant facts, or submitted incorrect information in the NOI or in any of the documents required by this permit, or have made substantive revisions to the SWPPP (e.g. the scope of the project changes significantly, the type of post-construction stormwater management practice(s) changes, there is a reduction in the sizing of the post-construction stormwater management practice, or there is an increase in the disturbance area or *impervious area*), which were not reflected in the original NOI submitted to the Department, they shall promptly submit such facts or information to the Department using the contact information in Part II.A. of this permit. Failure of the *owner or operator* to correct or supplement any relevant facts within five (5) business days of becoming aware of the deficiency shall constitute a violation of this permit.

### **H. Signatory Requirements**

1. All NOIs and NOTs shall be signed as follows:
  - a. For a corporation these forms shall be signed by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:



- (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
    - (ii) the manager of one or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
  - b. For a partnership or sole proprietorship these forms shall be signed by a general partner or the proprietor, respectively; or
  - c. For a municipality, State, Federal, or other public agency these forms shall be signed by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:
    - (i) the chief executive officer of the agency, or
    - (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).
2. The SWPPP and other information requested by the Department shall be signed by a person described in Part VII.H.1. of this permit or by a duly authorized representative of that person. A person is a duly authorized representative only if:
- a. The authorization is made in writing by a person described in Part VII.H.1. of this permit;
  - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field,

superintendent, position of *equivalent* responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position) and,

- c. The written authorization shall include the name, title and signature of the authorized representative and be attached to the SWPPP.
3. All inspection reports shall be signed by the *qualified inspector* that performs the inspection.
4. The MS4 SWPPP Acceptance form shall be signed by the principal executive officer or ranking elected official from the *regulated, traditional land use control MS4*, or by a duly authorized representative of that person.

It shall constitute a permit violation if an incorrect and/or improper signatory authorizes any required forms, SWPPP and/or inspection reports.

## **I. Property Rights**

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations. *Owners or operators* must obtain any applicable conveyances, easements, licenses and/or access to real property prior to *commencing construction activity*.

## **J. Severability**

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

## **K. Requirement to Obtain Coverage Under an Alternative Permit**

1. The Department may require any owner or operator authorized by this permit to apply for and/or obtain either an individual SPDES permit or another SPDES general permit. When the Department requires any discharger authorized by a general permit to apply for an individual SPDES permit, it shall notify the discharger in writing that a permit application is required. This notice shall

include a brief statement of the reasons for this decision, an application form, a statement setting a time frame for the owner or operator to file the application for an individual SPDES permit, and a deadline, not sooner than 180 days from owner or operator receipt of the notification letter, whereby the authorization to discharge under this general permit shall be terminated. Applications must be submitted to the appropriate Permit Administrator at the Regional Office. The Department may grant additional time upon demonstration, to the satisfaction of the Department, that additional time to apply for an alternative authorization is necessary or where the Department has not provided a permit determination in accordance with Part 621 of this Title.

2. When an individual SPDES permit is issued to a discharger authorized to *discharge* under a general SPDES permit for the same *discharge(s)*, the general permit authorization for outfalls authorized under the individual SPDES permit is automatically terminated on the effective date of the individual permit unless termination is earlier in accordance with 6 NYCRR Part 750.

#### **L. Proper Operation and Maintenance**

The *owner or operator* shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the *owner or operator* to achieve compliance with the conditions of this permit and with the requirements of the SWPPP.

#### **M. Inspection and Entry**

The *owner or operator* shall allow an authorized representative of the Department, EPA, applicable county health department, or, in the case of a *construction site* which *discharges* through an *MS4*, an authorized representative of the *MS4* receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the owner's or operator's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;
2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit; and

3. Inspect at reasonable times any facilities or equipment (including monitoring and control equipment), practices or operations regulated or required by this permit.
4. Sample or monitor at reasonable times, for purposes of assuring permit compliance or as otherwise authorized by the Act or ECL, any substances or parameters at any location.

#### **N. Permit Actions**

This permit may, at any time, be modified, suspended, revoked, or renewed by the Department in accordance with 6 NYCRR Part 621. The filing of a request by the *owner or operator* for a permit modification, revocation and reissuance, termination, a notification of planned changes or anticipated noncompliance does not limit, diminish and/or stay compliance with any terms of this permit.

#### **O. Definitions**

Definitions of key terms are included in Appendix A of this permit.

#### **P. Re-Opener Clause**

1. If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with construction activity covered by this permit, the owner or operator of such discharge may be required to obtain an individual permit or alternative general permit in accordance with Part VII.K. of this permit or the permit may be modified to include different limitations and/or requirements.
2. Any Department initiated permit modification, suspension or revocation will be conducted in accordance with 6 NYCRR Part 621, 6 NYCRR 750-1.18, and 6 NYCRR 750-1.20.

#### **Q. Penalties for Falsification of Forms and Reports**

In accordance with 6NYCRR Part 750-2.4 and 750-2.5, any person who knowingly makes any false material statement, representation, or certification in any application, record, report or other document filed or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished in accordance with ECL §71-1933 and or Articles 175 and 210 of the New York State Penal Law.

**R. Other Permits**

Nothing in this permit relieves the *owner or operator* from a requirement to obtain any other permits required by law.

## **APPENDIX A – Acronyms and Definitions**

### **Acronyms**

APO – Agency Preservation Officer

BMP – Best Management Practice

CPESC – Certified Professional in Erosion and Sediment Control

Cpv – Channel Protection Volume

CWA – Clean Water Act (or the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq)

DOW – Division of Water

EAF – Environmental Assessment Form

ECL - Environmental Conservation Law

EPA – U. S. Environmental Protection Agency

HSG – Hydrologic Soil Group

MS4 – Municipal Separate Storm Sewer System

NOI – Notice of Intent

NOT – Notice of Termination

NPDES – National Pollutant Discharge Elimination System

OPRHP – Office of Parks, Recreation and Historic Places

Qf – Extreme Flood

Qp – Overbank Flood

RRv – Runoff Reduction Volume

RWE – Regional Water Engineer

SEQR – State Environmental Quality Review

SEQRA - State Environmental Quality Review Act

SHPA – State Historic Preservation Act

SPDES – State Pollutant Discharge Elimination System

SWPPP – Stormwater Pollution Prevention Plan

TMDL – Total Maximum Daily Load

UPA – Uniform Procedures Act

USDA – United States Department of Agriculture

WQv – Water Quality Volume

## Definitions

All definitions in this section are solely for the purposes of this permit.

**Agricultural Building** – a structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products; excluding any structure designed, constructed or used, in whole or in part, for human habitation, as a place of employment where agricultural products are processed, treated or packaged, or as a place used by the public.

**Agricultural Property** – means the land for construction of a barn, *agricultural building*, silo, stockyard, pen or other structural practices identified in Table II in the “Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State” prepared by the Department in cooperation with agencies of New York Nonpoint Source Coordinating Committee (dated June 2007).

**Alter Hydrology from Pre to Post-Development Conditions** - means the post-development peak flow rate(s) has increased by more than 5% of the pre-developed condition for the design storm of interest (e.g. 10 yr and 100 yr).

**Combined Sewer** - means a sewer that is designed to collect and convey both “sewage” and “stormwater”.

**Commence (Commencement of) Construction Activities** - means the initial disturbance of soils associated with clearing, grading or excavation activities; or other construction related activities that disturb or expose soils such as demolition, stockpiling of fill material, and the initial installation of erosion and sediment control practices required in the SWPPP. See definition for “*Construction Activity(ies)*” also.

**Construction Activity(ies)** - means any clearing, grading, excavation, filling, demolition or stockpiling activities that result in soil disturbance. Clearing activities can include, but are not limited to, logging equipment operation, the cutting and skidding of trees, stump removal and/or brush root removal. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

**Construction Site** – means the land area where *construction activity(ies)* will occur. See definition for “*Commence (Commencement of) Construction Activities*” and “*Larger Common Plan of Development or Sale*” also.

**Dewatering** – means the act of draining rainwater and/or groundwater from building foundations, vaults or excavations/trenches.

**Direct Discharge (to a specific surface waterbody)** - means that runoff flows from a *construction site* by overland flow and the first point of discharge is the specific surface waterbody, or runoff flows from a *construction site* to a separate storm sewer system

and the first point of discharge from the separate storm sewer system is the specific surface waterbody.

**Discharge(s)** - means any addition of any pollutant to waters of the State through an outlet or *point source*.

**Embankment** –means an earthen or rock slope that supports a road/highway.

**Endangered or Threatened Species** – see 6 NYCRR Part 182 of the Department’s rules and regulations for definition of terms and requirements.

**Environmental Conservation Law (ECL)** - means chapter 43-B of the Consolidated Laws of the State of New York, entitled the Environmental Conservation Law.

**Equivalent (Equivalence)** – means that the practice or measure meets all the performance, longevity, maintenance, and safety objectives of the technical standard and will provide an equal or greater degree of water quality protection.

**Final Stabilization** - means that all soil disturbance activities have ceased and a uniform, perennial vegetative cover with a density of eighty (80) percent over the entire pervious surface has been established; or other equivalent stabilization measures, such as permanent landscape mulches, rock rip-rap or washed/crushed stone have been applied on all disturbed areas that are not covered by permanent structures, concrete or pavement.

**General SPDES permit** - means a SPDES permit issued pursuant to 6 NYCRR Part 750-1.21 and Section 70-0117 of the ECL authorizing a category of discharges.

**Groundwater(s)** - means waters in the saturated zone. The saturated zone is a subsurface zone in which all the interstices are filled with water under pressure greater than that of the atmosphere. Although the zone may contain gas-filled interstices or interstices filled with fluids other than water, it is still considered saturated.

**Historic Property** – means any building, structure, site, object or district that is listed on the State or National Registers of Historic Places or is determined to be eligible for listing on the State or National Registers of Historic Places.

**Impervious Area (Cover)** - means all impermeable surfaces that cannot effectively infiltrate rainfall. This includes paved, concrete and gravel surfaces (i.e. parking lots, driveways, roads, runways and sidewalks); building rooftops and miscellaneous impermeable structures such as patios, pools, and sheds.

**Infeasible** – means not technologically possible, or not economically practicable and achievable in light of best industry practices.



**Larger Common Plan of Development or Sale** - means a contiguous area where multiple separate and distinct *construction activities* are occurring, or will occur, under one plan. The term “plan” in “larger common plan of development or sale” is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, marketing plan, advertisement, drawing, permit application, State Environmental Quality Review Act (SEQRA) environmental assessment form or other documents, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating that *construction activities* may occur on a specific plot.

For discrete construction projects that are located within a larger common plan of development or sale that are at least 1/4 mile apart, each project can be treated as a separate plan of development or sale provided any interconnecting road, pipeline or utility project that is part of the same “common plan” is not concurrently being disturbed.

**Minimize** – means reduce and/or eliminate to the extent achievable using control measures (including best management practices) that are technologically available and economically practicable and achievable in light of best industry practices.

**Municipal Separate Storm Sewer (MS4)** - a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to surface waters of the State;
- (ii) Designed or used for collecting or conveying stormwater;
- (iii) Which is not a *combined sewer*, and
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

**National Pollutant Discharge Elimination System (NPDES)** - means the national system for the issuance of wastewater and stormwater permits under the Federal Water Pollution Control Act (Clean Water Act).

**Natural Buffer** –means an undisturbed area with natural cover running along a surface water (e.g. wetland, stream, river, lake, etc.).

**New Development** – means any land disturbance that does not meet the definition of Redevelopment Activity included in this appendix.

**New York State Erosion and Sediment Control Certificate Program** – a certificate program that establishes and maintains a process to identify and recognize individuals who are capable of developing, designing, inspecting and maintaining erosion and sediment control plans on projects that disturb soils in New York State. The certificate program is administered by the New York State Conservation District Employees Association.

**NOI Acknowledgment Letter** - means the letter that the Department sends to an owner or operator to acknowledge the Department's receipt and acceptance of a complete Notice of Intent. This letter documents the owner's or operator's authorization to discharge in accordance with the general permit for stormwater discharges from *construction activity*.

**Nonpoint Source** - means any source of water pollution or pollutants which is not a discrete conveyance or *point source* permitted pursuant to Title 7 or 8 of Article 17 of the Environmental Conservation Law (see ECL Section 17-1403).

**Overbank** –means flow events that exceed the capacity of the stream channel and spill out into the adjacent floodplain.

**Owner or Operator** - means the person, persons or legal entity which owns or leases the property on which the *construction activity* is occurring; an entity that has operational control over the construction plans and specifications, including the ability to make modifications to the plans and specifications; and/or an entity that has day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions.

**Performance Criteria** – means the design criteria listed under the “Required Elements” sections in Chapters 5, 6 and 10 of the technical standard, New York State Stormwater Management Design Manual, dated January 2015. It does not include the Sizing Criteria (i.e. WQv, RRv, Cpv, Qp and Qf ) in Part I.C.2. of the permit.

**Point Source** - means any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, vessel or other floating craft, or landfill leachate collection system from which *pollutants* are or may be discharged.

**Pollutant** - means dredged spoil, filter backwash, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand and industrial, municipal, agricultural waste and ballast discharged into water; which may cause or might reasonably be expected to cause pollution of the waters of the state in contravention of the standards or guidance values adopted as provided in 6 NYCRR Parts 700 et seq .

**Qualified Inspector** - means a person that is knowledgeable in the principles and practices of erosion and sediment control, such as a licensed Professional Engineer, Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, New York State Erosion and Sediment Control Certificate Program holder or other Department endorsed individual(s).

It can also mean someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided that person has training in the principles and practices of erosion and sediment control. Training in the principles and practices of erosion and sediment control means that the individual working under the direct supervision of the licensed Professional Engineer or Registered Landscape Architect has received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the individual working under the direct supervision of the licensed Professional Engineer or Registered Landscape Architect shall receive four (4) hours of training every three (3) years.

It can also mean a person that meets the *Qualified Professional* qualifications in addition to the *Qualified Inspector* qualifications.

Note: Inspections of any post-construction stormwater management practices that include structural components, such as a dam for an impoundment, shall be performed by a licensed Professional Engineer.

**Qualified Professional** - means a person that is knowledgeable in the principles and practices of stormwater management and treatment, such as a licensed Professional Engineer, Registered Landscape Architect or other Department endorsed individual(s). Individuals preparing SWPPPs that require the post-construction stormwater management practice component must have an understanding of the principles of hydrology, water quality management practice design, water quantity control design, and, in many cases, the principles of hydraulics. All components of the SWPPP that involve the practice of engineering, as defined by the NYS Education Law (see Article 145), shall be prepared by, or under the direct supervision of, a professional engineer licensed to practice in the State of New York.

**Redevelopment Activity(ies)** – means the disturbance and reconstruction of existing impervious area, including impervious areas that were removed from a project site within five (5) years of preliminary project plan submission to the local government (i.e. site plan, subdivision, etc.).

**Regulated, Traditional Land Use Control MS4** - means a city, town or village with land use control authority that is authorized to discharge under New York State DEC's

SPDES General Permit For Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s) or the City of New York's Individual SPDES Permit for their Municipal Separate Storm Sewer Systems (NY-0287890).

**Routine Maintenance Activity** - means *construction activity* that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility, including, but not limited to:

- Re-grading of gravel roads or parking lots,
- Cleaning and shaping of existing roadside ditches and culverts that maintains the approximate original line and grade, and hydraulic capacity of the ditch,
- Cleaning and shaping of existing roadside ditches that does not maintain the approximate original grade, hydraulic capacity and purpose of the ditch if the changes to the line and grade, hydraulic capacity or purpose of the ditch are installed to improve water quality and quantity controls (e.g. installing grass lined ditch),
- Placement of aggregate shoulder backing that stabilizes the transition between the road shoulder and the ditch or *embankment*,
- Full depth milling and filling of existing asphalt pavements, replacement of concrete pavement slabs, and similar work that does not expose soil or disturb the bottom six (6) inches of subbase material,
- Long-term use of equipment storage areas at or near highway maintenance facilities,
- Removal of sediment from the edge of the highway to restore a previously existing sheet-flow drainage connection from the highway surface to the highway ditch or *embankment*,
- Existing use of Canal Corp owned upland disposal sites for the canal, and
- Replacement of curbs, gutters, sidewalks and guide rail posts.

**Site limitations** – means site conditions that prevent the use of an infiltration technique and or infiltration of the total WQv. Typical site limitations include: seasonal high groundwater, shallow depth to bedrock, and soils with an infiltration rate less than 0.5 inches/hour. The existence of site limitations shall be confirmed and documented using actual field testing (i.e. test pits, soil borings, and infiltration test) or using information from the most current United States Department of Agriculture (USDA) Soil Survey for the County where the project is located.

**Sizing Criteria** – means the criteria included in Part I.C.2 of the permit that are used to size post-construction stormwater management control practices. The criteria include; Water Quality Volume (WQv), Runoff Reduction Volume (RRv), Channel Protection Volume (Cpv), *Overbank Flood* (Qp), and *Extreme Flood* (Qf).

**State Pollutant Discharge Elimination System (SPDES)** - means the system established pursuant to Article 17 of the ECL and 6 NYCRR Part 750 for issuance of permits authorizing discharges to the waters of the state.

**Steep Slope** – means land area designated on the current United States Department of Agriculture (“USDA”) Soil Survey as Soil Slope Phase “D”, (provided the map unit name is inclusive of slopes greater than 25%) , or Soil Slope Phase E or F, (regardless of the map unit name), or a combination of the three designations.

**Streambank** – as used in this permit, means the terrain alongside the bed of a creek or stream. The bank consists of the sides of the channel, between which the flow is confined.

**Stormwater Pollution Prevention Plan (SWPPP)** – means a project specific report, including construction drawings, that among other things: describes the construction activity(ies), identifies the potential sources of pollution at the *construction site*; describes and shows the stormwater controls that will be used to control the pollutants (i.e. erosion and sediment controls; for many projects, includes post-construction stormwater management controls); and identifies procedures the *owner or operator* will implement to comply with the terms and conditions of the permit. See Part III of the permit for a complete description of the information that must be included in the SWPPP.

**Surface Waters of the State** - shall be construed to include lakes, bays, sounds, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic ocean within the territorial seas of the state of New York and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface waters), which are wholly or partially within or bordering the state or within its jurisdiction. Waters of the state are further defined in 6 NYCRR Parts 800 to 941.

**Temporarily Ceased** – means that an existing disturbed area will not be disturbed again within 14 calendar days of the previous soil disturbance.

**Temporary Stabilization** - means that exposed soil has been covered with material(s) as set forth in the technical standard, New York Standards and Specifications for Erosion and Sediment Control, to prevent the exposed soil from eroding. The materials can include, but are not limited to, mulch, seed and mulch, and erosion control mats (e.g. jute twisted yarn, excelsior wood fiber mats).

**Total Maximum Daily Loads (TMDLs)** - A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and *nonpoint sources*. It is a calculation of the maximum amount of a pollutant that a waterbody can receive on a daily basis and still meet *water quality standards*, and an allocation of that amount to the pollutant's sources. A TMDL stipulates wasteload allocations (WLAs) for *point source* discharges, load allocations (LAs) for *nonpoint sources*, and a margin of safety (MOS).

**Trained Contractor** - means an employee from the contracting (construction) company, identified in Part III.A.6., that has received four (4) hours of Department endorsed

training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years.

It can also mean an employee from the contracting (construction) company, identified in Part III.A.6., that meets the *qualified inspector* qualifications (e.g. licensed Professional Engineer, Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, New York State Erosion and Sediment Control Certificate Program holder, or someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided they have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity).

The *trained contractor* is responsible for the day to day implementation of the SWPPP.

**Uniform Procedures Act (UPA) Permit** - means a permit required under 6 NYCRR Part 621 of the Environmental Conservation Law (ECL), Article 70.

**Water Quality Standard** - means such measures of purity or quality for any waters in relation to their reasonable and necessary use as promulgated in 6 NYCRR Part 700 et seq.

## APPENDIX B – Required SWPPP Components by Project Type

**Table 1**  
**Construction Activities that Require the Preparation of a SWPPP That Only Includes Erosion and Sediment Controls**

<p><b>The following construction activities that involve soil disturbances of one (1) or more acres of land, but less than five (5) acres:</b></p> <ul style="list-style-type: none"><li>• Single family home <u>not</u> located in one of the watersheds listed in Appendix C or <u>not directly discharging</u> to one of the 303(d) segments listed in Appendix E</li><li>• Single family residential subdivisions with 25% or less impervious cover at total site build-out and <u>not</u> located in one of the watersheds listed in Appendix C and <u>not</u> directly discharging to one of the 303(d) segments listed in Appendix E</li><li>• Construction of a barn or other <i>agricultural building</i>, silo, stock yard or pen.</li></ul>
<p><b>The following construction activities that involve soil disturbances between five thousand (5000) square feet and one (1) acre of land:</b></p> <p>All construction activities located in the watersheds identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.</p>
<p><b>The following construction activities that involve soil disturbances of one (1) or more acres of land:</b></p> <ul style="list-style-type: none"><li>• Installation of underground, linear utilities; such as gas lines, fiber-optic cable, cable TV, electric, telephone, sewer mains, and water mains</li><li>• Environmental enhancement projects, such as wetland mitigation projects, stormwater retrofits and stream restoration projects</li><li>• Pond construction</li><li>• Linear bike paths running through areas with vegetative cover, including bike paths surfaced with an impervious cover</li><li>• Cross-country ski trails and walking/hiking trails</li><li>• Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are not part of residential, commercial or institutional development;</li><li>• Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that include incidental shoulder or curb work along an existing highway to support construction of the sidewalk, bike path or walking path.</li><li>• Slope stabilization projects</li><li>• Slope flattening that changes the grade of the site, but does not significantly change the runoff characteristics</li></ul>

**Table 1 (Continued) CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT ONLY INCLUDES EROSION AND SEDIMENT CONTROLS**

**The following construction activities that involve soil disturbances of one (1) or more acres of land:**

- Spoil areas that will be covered with vegetation
- Vegetated open space projects (i.e. recreational parks, lawns, meadows, fields, downhill ski trails) excluding projects that *alter hydrology from pre to post development* conditions,
- Athletic fields (natural grass) that do not include the construction or reconstruction of *impervious area* and do not *alter hydrology from pre to post development* conditions
- Demolition project where vegetation will be established, and no redevelopment is planned
- Overhead electric transmission line project that does not include the construction of permanent access roads or parking areas surfaced with *impervious cover*
- Structural practices as identified in Table II in the “Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State”, excluding projects that involve soil disturbances of greater than five acres and construction activities that include the construction or reconstruction of impervious area
- Temporary access roads, median crossovers, detour roads, lanes, or other temporary impervious areas that will be restored to pre-construction conditions once the construction activity is complete



**Table 2**  
**CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT INCLUDES**  
**POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES**

**The following construction activities that involve soil disturbances of one (1) or more acres of land:**

- Single family home located in one of the watersheds listed in Appendix C or *directly discharging* to one of the 303(d) segments listed in Appendix E
- Single family home that disturbs five (5) or more acres of land
- Single family residential subdivisions located in one of the watersheds listed in Appendix C or *directly discharging* to one of the 303(d) segments listed in Appendix E
- Single family residential subdivisions that involve soil disturbances of between one (1) and five (5) acres of land with greater than 25% impervious cover at total site build-out
- Single family residential subdivisions that involve soil disturbances of five (5) or more acres of land, and single family residential subdivisions that involve soil disturbances of less than five (5) acres that are part of a larger common plan of development or sale that will ultimately disturb five or more acres of land
- Multi-family residential developments; includes duplexes, townhomes, condominiums, senior housing complexes, apartment complexes, and mobile home parks
- Airports
- Amusement parks
- Breweries, cideries, and wineries, including establishments constructed on agricultural land
- Campgrounds
- Cemeteries that include the construction or reconstruction of impervious area (>5% of disturbed area) or *alter the hydrology from pre to post development* conditions
- Commercial developments
- Churches and other places of worship
- Construction of a barn or other *agricultural building* (e.g. silo) and structural practices as identified in Table II in the "Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State" that include the construction or reconstruction of *impervious area*, excluding projects that involve soil disturbances of less than five acres.
- Golf courses
- Institutional development; includes hospitals, prisons, schools and colleges
- Industrial facilities; includes industrial parks
- Landfills
- Municipal facilities; includes highway garages, transfer stations, office buildings, POTW's, water treatment plants, and water storage tanks
- Office complexes
- Playgrounds that include the construction or reconstruction of impervious area
- Sports complexes
- Racetracks; includes racetracks with earthen (dirt) surface
- Road construction or reconstruction, including roads constructed as part of the construction activities listed in Table 1

Table 2 (Continued)

**CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT INCLUDES POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES**

The following construction activities that involve soil disturbances of one (1) or more acres of land:

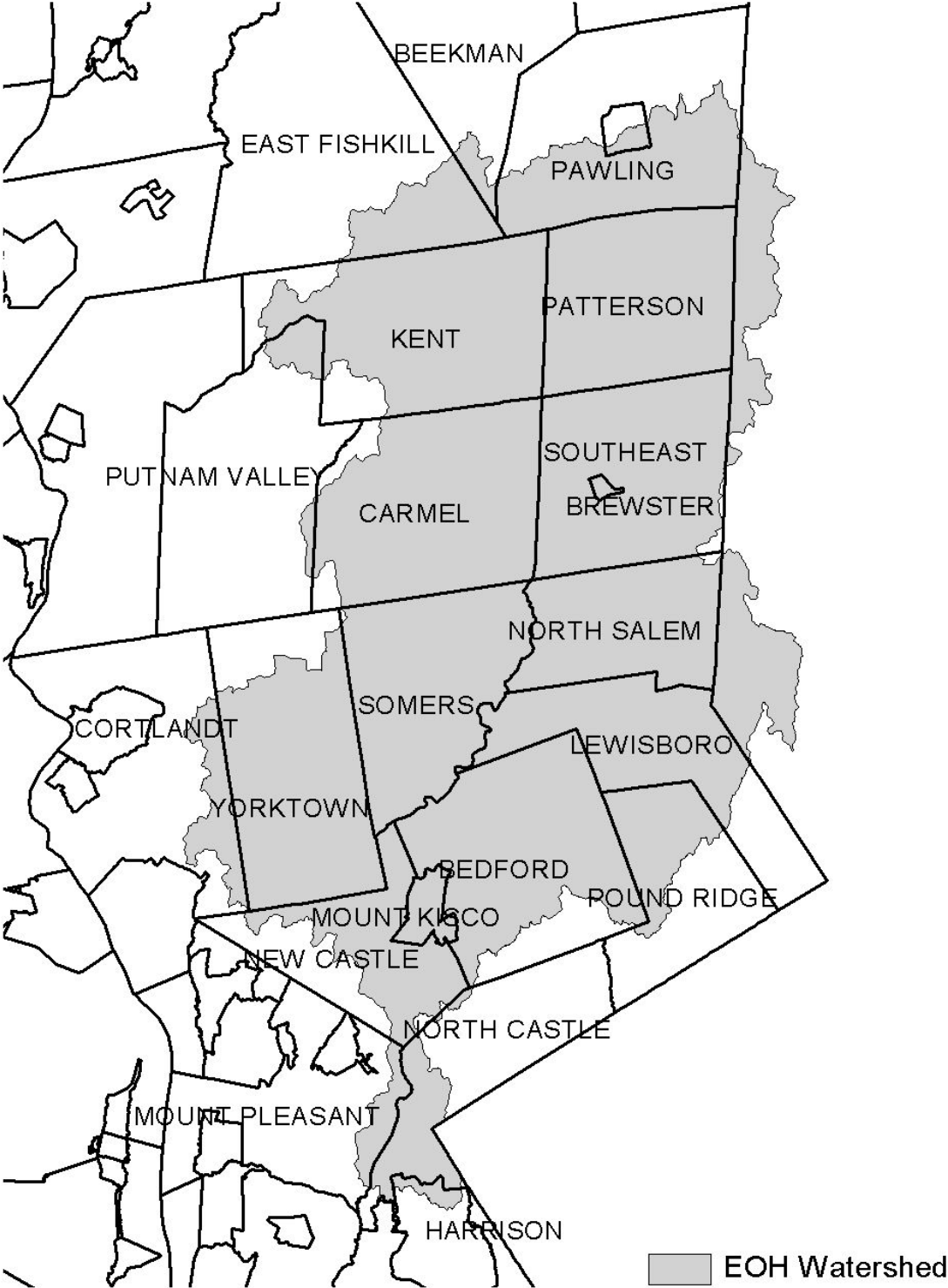
- Parking lot construction or reconstruction, including parking lots constructed as part of the construction activities listed in Table 1
- Athletic fields (natural grass) that include the construction or reconstruction of impervious area (>5% of disturbed area) or *alter the hydrology from pre to post development* conditions
- Athletic fields with artificial turf
- Permanent access roads, parking areas, substations, compressor stations and well drilling pads, surfaced with *impervious cover*, and constructed as part of an over-head electric transmission line project, wind-power project, cell tower project, oil or gas well drilling project, sewer or water main project or other linear utility project
- Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are part of a residential, commercial or institutional development
- Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are part of a highway construction or reconstruction project
- All other construction activities that include the construction or reconstruction of *impervious area* or *alter the hydrology from pre to post development* conditions, and are not listed in Table 1

## APPENDIX C – Watersheds Requiring Enhanced Phosphorus Removal

**Watersheds where *owners or operators* of construction activities identified in Table 2 of Appendix B must prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the Enhanced Phosphorus Removal Standards included in the technical standard, New York State Stormwater Management Design Manual (“Design Manual”).**

- Entire New York City Watershed located east of the Hudson River - Figure 1
- Onondaga Lake Watershed - Figure 2
- Greenwood Lake Watershed -Figure 3
- Oscawana Lake Watershed – Figure 4
- Kinderhook Lake Watershed – Figure 5

**Figure 1 - New York City Watershed East of the Hudson**



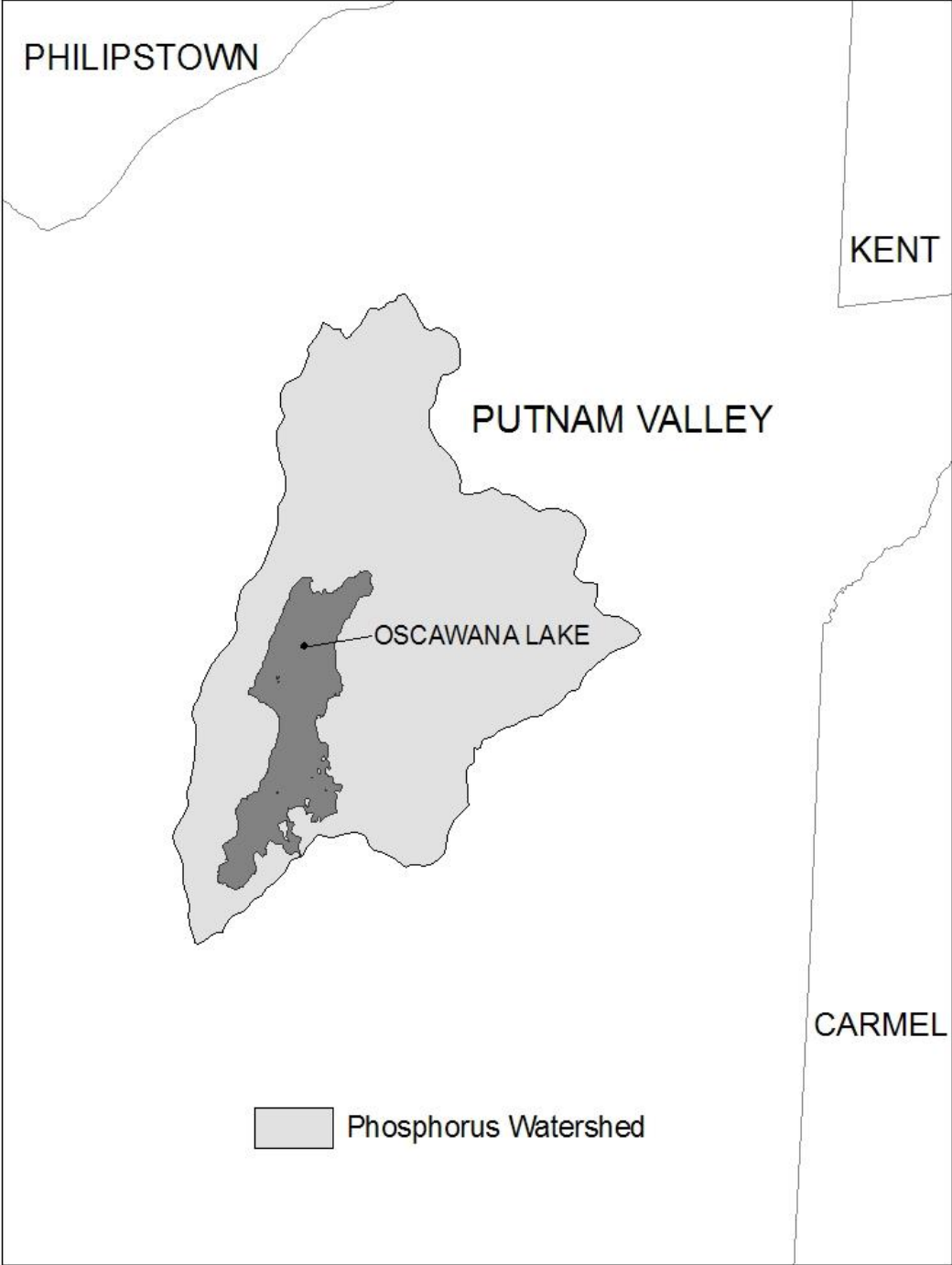
**Figure 2 - Onondaga Lake Watershed**



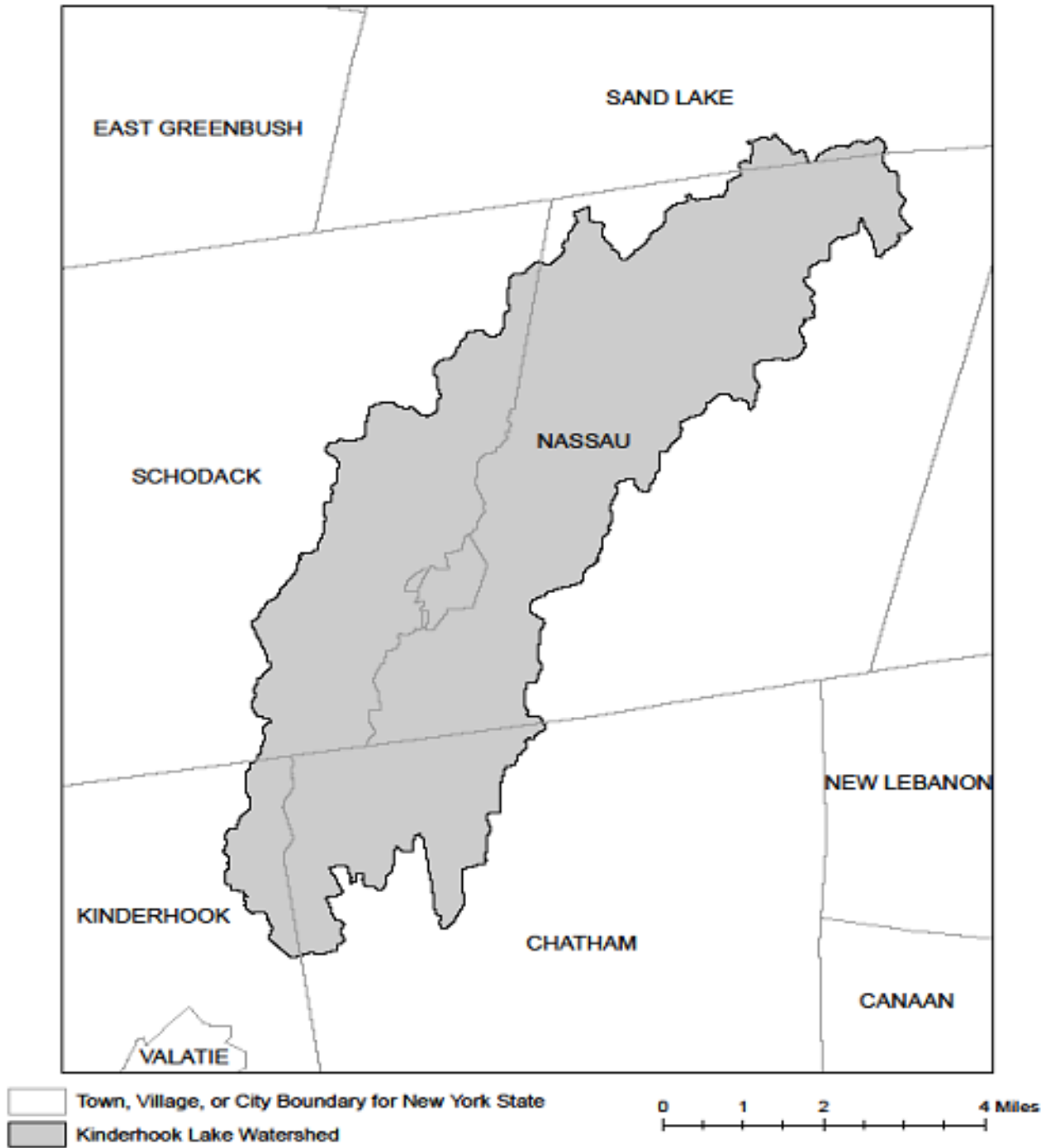
**Figure 3 - Greenwood Lake Watershed**



**Figure 4 - Oscawana Lake Watershed**



**Figure 5 - Kinderhook Lake Watershed**





## APPENDIX D – Watersheds with Lower Disturbance Threshold

Watersheds where *owners or operators* of construction activities that involve soil disturbances between five thousand (5000) square feet and one (1) acre of land must obtain coverage under this permit.

Entire New York City Watershed that is located east of the Hudson River - See Figure 1 in Appendix C

## APPENDIX E – 303(d) Segments Impaired by Construction Related Pollutant(s)

List of 303(d) segments impaired by pollutants related to *construction activity* (e.g. silt, sediment or nutrients). The list was developed using "The Final New York State 2016 Section 303(d) List of Impaired Waters Requiring a TMDL/Other Strategy" dated November 2016. *Owners or operators* of single family home and single family residential subdivisions with 25% or less total impervious cover at total site build-out that involve soil disturbances of one or more acres of land, but less than 5 acres, and *directly discharge* to one of the listed segments below shall prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the New York State Stormwater Management Design Manual ("Design Manual"), dated January 2015.

COUNTY	WATERBODY	POLLUTANT
Albany	Ann Lee (Shakers) Pond, Stump Pond	Nutrients
Albany	Basic Creek Reservoir	Nutrients
Allegany	Amity Lake, Saunders Pond	Nutrients
Bronx	Long Island Sound, Bronx	Nutrients
Bronx	Van Cortlandt Lake	Nutrients
Broome	Fly Pond, Deer Lake, Sky Lake	Nutrients
Broome	Minor Tribs to Lower Susquehanna (north)	Nutrients
Broome	Whitney Point Lake/Reservoir	Nutrients
Cattaraugus	Allegheny River/Reservoir	Nutrients
Cattaraugus	Beaver (Alma) Lake	Nutrients
Cattaraugus	Case Lake	Nutrients
Cattaraugus	Linlyco/Club Pond	Nutrients
Cayuga	Duck Lake	Nutrients
Cayuga	Little Sodus Bay	Nutrients
Chautauqua	Bear Lake	Nutrients
Chautauqua	Chadakoin River and tribs	Nutrients
Chautauqua	Chautauqua Lake, North	Nutrients
Chautauqua	Chautauqua Lake, South	Nutrients
Chautauqua	Findley Lake	Nutrients
Chautauqua	Hulburt/Clymer Pond	Nutrients
Clinton	Great Chazy River, Lower, Main Stem	Silt/Sediment
Clinton	Lake Champlain, Main Lake, Middle	Nutrients
Clinton	Lake Champlain, Main Lake, North	Nutrients
Columbia	Kinderhook Lake	Nutrients
Columbia	Robinson Pond	Nutrients
Cortland	Dean Pond	Nutrients

### 303(d) Segments Impaired by Construction Related Pollutant(s)

Dutchess	Fall Kill and tribs	Nutrients
Dutchess	Hillside Lake	Nutrients
Dutchess	Wappingers Lake	Nutrients
Dutchess	Wappingers Lake	Silt/Sediment
Erie	Beeman Creek and tribs	Nutrients
Erie	Ellicott Creek, Lower, and tribs	Silt/Sediment
Erie	Ellicott Creek, Lower, and tribs	Nutrients
Erie	Green Lake	Nutrients
Erie	Little Sister Creek, Lower, and tribs	Nutrients
Erie	Murder Creek, Lower, and tribs	Nutrients
Erie	Rush Creek and tribs	Nutrients
Erie	Scajaquada Creek, Lower, and tribs	Nutrients
Erie	Scajaquada Creek, Middle, and tribs	Nutrients
Erie	Scajaquada Creek, Upper, and tribs	Nutrients
Erie	South Branch Smoke Cr, Lower, and tribs	Silt/Sediment
Erie	South Branch Smoke Cr, Lower, and tribs	Nutrients
Essex	Lake Champlain, Main Lake, South	Nutrients
Essex	Lake Champlain, South Lake	Nutrients
Essex	Willsboro Bay	Nutrients
Genesee	Bigelow Creek and tribs	Nutrients
Genesee	Black Creek, Middle, and minor tribs	Nutrients
Genesee	Black Creek, Upper, and minor tribs	Nutrients
Genesee	Bowen Brook and tribs	Nutrients
Genesee	LeRoy Reservoir	Nutrients
Genesee	Oak Orchard Cr, Upper, and tribs	Nutrients
Genesee	Tonawanda Creek, Middle, Main Stem	Nutrients
Greene	Schoharie Reservoir	Silt/Sediment
Greene	Sleepy Hollow Lake	Silt/Sediment
Herkimer	Steele Creek tribs	Silt/Sediment
Herkimer	Steele Creek tribs	Nutrients
Jefferson	Moon Lake	Nutrients
Kings	Hendrix Creek	Nutrients
Kings	Prospect Park Lake	Nutrients
Lewis	Mill Creek/South Branch, and tribs	Nutrients
Livingston	Christie Creek and tribs	Nutrients
Livingston	Conesus Lake	Nutrients
Livingston	Mill Creek and minor tribs	Silt/Sediment
Monroe	Black Creek, Lower, and minor tribs	Nutrients
Monroe	Buck Pond	Nutrients
Monroe	Cranberry Pond	Nutrients

### 303(d) Segments Impaired by Construction Related Pollutant(s)

Monroe	Lake Ontario Shoreline, Western	Nutrients
Monroe	Long Pond	Nutrients
Monroe	Mill Creek and tribs	Nutrients
Monroe	Mill Creek/Blue Pond Outlet and tribs	Nutrients
Monroe	Minor Tribs to Irondequoit Bay	Nutrients
Monroe	Rochester Embayment - East	Nutrients
Monroe	Rochester Embayment - West	Nutrients
Monroe	Shipbuilders Creek and tribs	Nutrients
Monroe	Thomas Creek/White Brook and tribs	Nutrients
Nassau	Beaver Lake	Nutrients
Nassau	Camaans Pond	Nutrients
Nassau	East Meadow Brook, Upper, and tribs	Silt/Sediment
Nassau	East Rockaway Channel	Nutrients
Nassau	Grant Park Pond	Nutrients
Nassau	Hempstead Bay	Nutrients
Nassau	Hempstead Lake	Nutrients
Nassau	Hewlett Bay	Nutrients
Nassau	Hog Island Channel	Nutrients
Nassau	Long Island Sound, Nassau County Waters	Nutrients
Nassau	Massapequa Creek and tribs	Nutrients
Nassau	Milburn/Parsonage Creeks, Upp, and tribs	Nutrients
Nassau	Reynolds Channel, west	Nutrients
Nassau	Tidal Tribs to Hempstead Bay	Nutrients
Nassau	Tribs (fresh) to East Bay	Nutrients
Nassau	Tribs (fresh) to East Bay	Silt/Sediment
Nassau	Tribs to Smith/Halls Ponds	Nutrients
Nassau	Woodmere Channel	Nutrients
New York	Harlem Meer	Nutrients
New York	The Lake in Central Park	Nutrients
Niagara	Bergholtz Creek and tribs	Nutrients
Niagara	Hyde Park Lake	Nutrients
Niagara	Lake Ontario Shoreline, Western	Nutrients
Niagara	Lake Ontario Shoreline, Western	Nutrients
Oneida	Ballou, Nail Creeks and tribs	Nutrients
Onondaga	Harbor Brook, Lower, and tribs	Nutrients
Onondaga	Ley Creek and tribs	Nutrients
Onondaga	Minor Tribs to Onondaga Lake	Nutrients
Onondaga	Ninemile Creek, Lower, and tribs	Nutrients
Onondaga	Onondaga Creek, Lower, and tribs	Nutrients
Onondaga	Onondaga Creek, Middle, and tribs	Nutrients

### 303(d) Segments Impaired by Construction Related Pollutant(s)

Onondaga	Onondaga Lake, northern end	Nutrients
Onondaga	Onondaga Lake, southern end	Nutrients
Ontario	Great Brook and minor tribs	Silt/Sediment
Ontario	Great Brook and minor tribs	Nutrients
Ontario	Hemlock Lake Outlet and minor tribs	Nutrients
Ontario	Honeoye Lake	Nutrients
Orange	Greenwood Lake	Nutrients
Orange	Monhagen Brook and tribs	Nutrients
Orange	Orange Lake	Nutrients
Orleans	Lake Ontario Shoreline, Western	Nutrients
Orleans	Lake Ontario Shoreline, Western	Nutrients
Oswego	Lake Neatahwanta	Nutrients
Oswego	Pleasant Lake	Nutrients
Putnam	Bog Brook Reservoir	Nutrients
Putnam	Boyd Corners Reservoir	Nutrients
Putnam	Croton Falls Reservoir	Nutrients
Putnam	Diverting Reservoir	Nutrients
Putnam	East Branch Reservoir	Nutrients
Putnam	Lake Carmel	Nutrients
Putnam	Middle Branch Reservoir	Nutrients
Putnam	Oscawana Lake	Nutrients
Putnam	Palmer Lake	Nutrients
Putnam	West Branch Reservoir	Nutrients
Queens	Bergen Basin	Nutrients
Queens	Flushing Creek/Bay	Nutrients
Queens	Jamaica Bay, Eastern, and tribs (Queens)	Nutrients
Queens	Kissena Lake	Nutrients
Queens	Meadow Lake	Nutrients
Queens	Willow Lake	Nutrients
Rensselaer	Nassau Lake	Nutrients
Rensselaer	Snyders Lake	Nutrients
Richmond	Grasmere Lake/Bradys Pond	Nutrients
Rockland	Congers Lake, Swartout Lake	Nutrients
Rockland	Rockland Lake	Nutrients
Saratoga	Ballston Lake	Nutrients
Saratoga	Dwaas Kill and tribs	Silt/Sediment
Saratoga	Dwaas Kill and tribs	Nutrients
Saratoga	Lake Lonely	Nutrients
Saratoga	Round Lake	Nutrients
Saratoga	Tribs to Lake Lonely	Nutrients

### 303(d) Segments Impaired by Construction Related Pollutant(s)

Schenectady	Collins Lake	Nutrients
Schenectady	Duane Lake	Nutrients
Schenectady	Mariaville Lake	Nutrients
Schoharie	Engleville Pond	Nutrients
Schoharie	Summit Lake	Nutrients
Seneca	Reeder Creek and tribs	Nutrients
St.Lawrence	Black Lake Outlet/Black Lake	Nutrients
St.Lawrence	Fish Creek and minor tribs	Nutrients
Steuben	Smith Pond	Nutrients
Suffolk	Agawam Lake	Nutrients
Suffolk	Big/Little Fresh Ponds	Nutrients
Suffolk	Canaan Lake	Silt/Sediment
Suffolk	Canaan Lake	Nutrients
Suffolk	Flanders Bay, West/Lower Sawmill Creek	Nutrients
Suffolk	Fresh Pond	Nutrients
Suffolk	Great South Bay, East	Nutrients
Suffolk	Great South Bay, Middle	Nutrients
Suffolk	Great South Bay, West	Nutrients
Suffolk	Lake Ronkonkoma	Nutrients
Suffolk	Long Island Sound, Suffolk County, West	Nutrients
Suffolk	Mattituck (Marratooka) Pond	Nutrients
Suffolk	Meetinghouse/Terrys Creeks and tribs	Nutrients
Suffolk	Mill and Seven Ponds	Nutrients
Suffolk	Millers Pond	Nutrients
Suffolk	Moriches Bay, East	Nutrients
Suffolk	Moriches Bay, West	Nutrients
Suffolk	Peconic River, Lower, and tidal tribs	Nutrients
Suffolk	Quantuck Bay	Nutrients
Suffolk	Shinnecock Bay and Inlet	Nutrients
Suffolk	Tidal tribs to West Moriches Bay	Nutrients
Sullivan	Bodine, Montgomery Lakes	Nutrients
Sullivan	Davies Lake	Nutrients
Sullivan	Evens Lake	Nutrients
Sullivan	Pleasure Lake	Nutrients
Tompkins	Cayuga Lake, Southern End	Nutrients
Tompkins	Cayuga Lake, Southern End	Silt/Sediment
Tompkins	Owasco Inlet, Upper, and tribs	Nutrients
Ulster	Ashokan Reservoir	Silt/Sediment
Ulster	Esopus Creek, Upper, and minor tribs	Silt/Sediment
Warren	Hague Brook and tribs	Silt/Sediment

### 303(d) Segments Impaired by Construction Related Pollutant(s)

Warren	Huddle/Finkle Brooks and tribs	Silt/Sediment
Warren	Indian Brook and tribs	Silt/Sediment
Warren	Lake George	Silt/Sediment
Warren	Tribs to L.George, Village of L George	Silt/Sediment
Washington	Cossayuna Lake	Nutrients
Washington	Lake Champlain, South Bay	Nutrients
Washington	Tribs to L.George, East Shore	Silt/Sediment
Washington	Wood Cr/Champlain Canal and minor tribs	Nutrients
Wayne	Port Bay	Nutrients
Westchester	Amawalk Reservoir	Nutrients
Westchester	Blind Brook, Upper, and tribs	Silt/Sediment
Westchester	Cross River Reservoir	Nutrients
Westchester	Lake Katonah	Nutrients
Westchester	Lake Lincolndale	Nutrients
Westchester	Lake Meahagh	Nutrients
Westchester	Lake Mohegan	Nutrients
Westchester	Lake Shenorock	Nutrients
Westchester	Long Island Sound, Westchester (East)	Nutrients
Westchester	Mamaroneck River, Lower	Silt/Sediment
Westchester	Mamaroneck River, Upper, and minor tribs	Silt/Sediment
Westchester	Muscoot/Upper New Croton Reservoir	Nutrients
Westchester	New Croton Reservoir	Nutrients
Westchester	Peach Lake	Nutrients
Westchester	Reservoir No.1 (Lake Isle)	Nutrients
Westchester	Saw Mill River, Lower, and tribs	Nutrients
Westchester	Saw Mill River, Middle, and tribs	Nutrients
Westchester	Sheldrake River and tribs	Silt/Sediment
Westchester	Sheldrake River and tribs	Nutrients
Westchester	Silver Lake	Nutrients
Westchester	Teatown Lake	Nutrients
Westchester	Titicus Reservoir	Nutrients
Westchester	Truesdale Lake	Nutrients
Westchester	Wallace Pond	Nutrients
Wyoming	Java Lake	Nutrients
Wyoming	Silver Lake	Nutrients

## APPENDIX F – List of NYS DEC Regional Offices

<u>Region</u>	<u>COVERING THE FOLLOWING COUNTIES:</u>	<u>DIVISION OF ENVIRONMENTAL PERMITS (DEP) PERMIT ADMINISTRATORS</u>	<u>DIVISION OF WATER (DOW) WATER (SPDES) PROGRAM</u>
1	NASSAU AND SUFFOLK	50 CIRCLE ROAD STONY BROOK, NY 11790 TEL. (631) 444-0365	50 CIRCLE ROAD STONY BROOK, NY 11790-3409 TEL. (631) 444-0405
2	BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND	1 HUNTERS POINT PLAZA, 47-40 21ST ST. LONG ISLAND CITY, NY 11101-5407 TEL. (718) 482-4997	1 HUNTERS POINT PLAZA, 47-40 21ST ST. LONG ISLAND CITY, NY 11101-5407 TEL. (718) 482-4933
3	DUTCHESS, ORANGE, PUTNAM, ROCKLAND, SULLIVAN, ULSTER AND WESTCHESTER	21 SOUTH PUTT CORNERS ROAD NEW PALTZ, NY 12561-1696 TEL. (845) 256-3059	100 HILLSIDE AVENUE, SUITE 1W WHITE PLAINS, NY 10603 TEL. (914) 428 - 2505
4	ALBANY, COLUMBIA, DELAWARE, GREENE, MONTGOMERY, OTSEGO, RENSSELAER, SCHENECTADY AND SCHOHARIE	1150 NORTH WESTCOTT ROAD SCHENECTADY, NY 12306-2014 TEL. (518) 357-2069	1130 NORTH WESTCOTT ROAD SCHENECTADY, NY 12306-2014 TEL. (518) 357-2045
5	CLINTON, ESSEX, FRANKLIN, FULTON, HAMILTON, SARATOGA, WARREN AND WASHINGTON	1115 STATE ROUTE 86, Po Box 296 RAY BROOK, NY 12977-0296 TEL. (518) 897-1234	232 GOLF COURSE ROAD WARRENSBURG, NY 12885-1172 TEL. (518) 623-1200
6	HERKIMER, JEFFERSON, LEWIS, ONEIDA AND ST. LAWRENCE	STATE OFFICE BUILDING 317 WASHINGTON STREET WATERTOWN, NY 13601-3787 TEL. (315) 785-2245	STATE OFFICE BUILDING 207 GENESEE STREET UTICA, NY 13501-2885 TEL. (315) 793-2554
7	BROOME, CAYUGA, CHENANGO, CORTLAND, MADISON, ONONDAGA, OSWEGO, TIOGA AND TOMPKINS	615 ERIE BLVD. WEST SYRACUSE, NY 13204-2400 TEL. (315) 426-7438	615 ERIE BLVD. WEST SYRACUSE, NY 13204-2400 TEL. (315) 426-7500
8	CHEMUNG, GENESEE, LIVINGSTON, MONROE, ONTARIO, ORLEANS, SCHUYLER, SENECA, STEUBEN, WAYNE AND YATES	6274 EAST AVON-LIMA ROADAVON, NY 14414-9519 TEL. (585) 226-2466	6274 EAST AVON-LIMA RD. AVON, NY 14414-9519 TEL. (585) 226-2466
9	ALLEGANY, CATTARAUGUS, CHAUTAUQUA, ERIE, NIAGARA AND WYOMING	270 MICHIGAN AVENUE BUFFALO, NY 14203-2999 TEL. (716) 851-7165	270 MICHIGAN AVENUE BUFFALO, NY 14203-2999 TEL. (716) 851-7070



# APPENDIX M

# CONTRACTOR'S CERTIFICATION

**CONTRACTOR'S  
CERTIFICATION**

**Pursuant to**

**NYS DEC GENERAL PERMIT  
GP-0-20-001**

*Pursuant to the SPDES General Permit for Stormwater Discharges from Construction Activity (Permit GP-0-20-001) Part III.a.6, all contractors and subcontractors implementing all, or a portion of the Stormwater Pollution Prevention Plan, (SWPPP) shall sign a copy of the following certification statement before undertaking any construction activity at the site identification in the SWPPP:*

"I hereby certify under penalty of law that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the most current version of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I am aware that there are significant penalties for submitting false information, that I do not believe to be true, including the possibility of fine and imprisonment for knowing violations".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Contracting Firm Information:**

*Contracting Firm Name:*

*Address:*

*Telephone Number:*

*Address of Site:*

\_\_\_\_\_

*Name of trained individual responsible for SWPPP implementation, and who shall be on site on a daily basis when soil disturbance activities are being performed:*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## **Attachment D**

New York State Department of Environmental Conservation

General Permit GP-0-15-001

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3

21 South Putt Corners Road, New Paltz, NY 12561-1620

P: (845) 256-3054 | F: (845) 255-4659

[www.dec.ny.gov](http://www.dec.ny.gov)

## IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator. For SPDES, Solid Waste, and Hazardous Waste Permits, renewals must be made at least 180 days prior to the expiration date.

The DEC permit number & program ID number noted on page 1 of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If the permit is associated with a project that will entail construction of new water pollution control facilities or modifications to existing facilities, plan approval for the system design will be required from the appropriate Department's regional Division of Water or delegated local Health Department, as specified in the State Pollutant Discharge Elimination System (SPDES) permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.

*Alysse Devine*

Alysse Devine

Division of Environmental Permits

Telephone (845) 240-7806

**Reminder:** At the completion and prior to discharge, Permit Condition 3 requires the permittee to send the Post Construction Certification of On-Site Treatment Works to:

DEC GP-0-15-001 Coordinator

NYSDEC Division of Water, 625 Broadway, Albany, NY 12233-3505

Email: [PCI.GeneralPermit@dec.ny.gov](mailto:PCI.GeneralPermit@dec.ny.gov)

Attachment: SPDES Permit 3-3346-00494/00002 (NYG003530)



Department of  
Environmental  
Conservation



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**GENERAL PERMIT GP-0-15-001**  
**Groundwater Discharge of Treated Sanitary Sewage**

**Permittee and Facility Information**

**Permit Issued To:**  
TOWN OF NEWBURGH  
1496 ST RTE 300  
NEWBURGH, NY 12550  
(845) 564-7814

**Facility:**  
RECREATION/SENIOR CENTER  
343 Route 32  
Newburgh, NY 12550

**Applicable DEC Region(s):** 2, 3, 4, 5, 6, 7, 8, 9

**General Permit Authorized Activity:** Discharge to groundwater of 1,000 gallons per day (gpd) or more, and less than 10,000 gpd per outfall of treated sanitary sewage without the admixture of industrial wastes from on-site wastewater treatment systems serving private, commercial and institutional facilities, and using the Standard or Alternative Technologies referenced in:

- a. the Design Standards for Intermediate-sized Wastewater Treatment Systems (NYSDEC, 2014),  
or
- b. for facilities in the Lake George Basin, the Design Standards for Wastewater Treatment Works in the Lake George Basin (NYSDEC, 2015).

A facility with multiple outfalls discharging from 1,000 gpd up to but less than 10,000 gpd each, having a combined design flow less than 30,000 gpd, and discharging to groundwater, is eligible for coverage under this General Permit.

Facilities serving, or intended to serve, more than one separately owned property can only be authorized to a government agency, municipality, or sewage disposal corporation formed and regulated pursuant to Article 10 of the Transportation Corporations Law.

**Permit Coverage for Discharges Authorized Under GP 0-05-001** As of the effective date of GP-0-15-001, a facility with prior coverage under GP-0-05-001 shall be authorized to discharge in accordance with GP-0-15-001 unless otherwise notified by the Department.

**Exclusions From Coverage Under this Permit** Facilities located in the following areas are NOT eligible for coverage under this General Permit, but may apply for an individual SPDES permit:

- Areas of special (100-year) flood hazard as defined in ECL Article 36 ;
- Freshwater and Tidal Wetlands and their adjacent areas as defined in ECL Articles 24 and 25, respectively;
- Coastal Erosion Hazard Areas as defined in ECL Article 34;
- Wild, Scenic, and Recreational River corridors as defined in ECL Article 15, Title 27;
- Kings, Nassau, Queens and Suffolk Counties.

NYSDEC retains the right to exclude an activity from authorization under this General Permit and to



require an applicant to obtain an individual SPDES permit.

**Facility Location:** in NEWBURGH in ORANGE COUNTY

**Facility Principal Reference Point:** NYTM-E: 577.925 NYTM-N: 4600.719

**Project Location:** 1702 Route 300, Newburgh NY

**Specific Activities Authorized for this Permit:**

This permit authorizes the following subsurface discharges of treated sanitary sewage wastes:

3,045 gallons per day (GPD) from Outfall 001 using absorption trenches.

**Please note, work shall not commence until the subsurface sewage disposal system receives approval from NYSDEC Division of Water. Applicant shall submit relevant plans and engineering reports to Ryan O'Mara, NYSDEC Division of Water, via email at ryan.omara@dec.ny.gov.**

**Permit Authorizations**

**P/C/I SPDES- Groundwater Discharge - Under Article 17, Titles 7 & 8**

Permit ID 3-3346-00494/00002

(SPDES ID NYG003530)

New Permit

Effective Date: 6/15/2023

Expiration Date: 5/10/2025

**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

**General Permit Authorized by**

Permit Administrator: STUART M FOX , Deputy Chief Permit Administrator

Address: NYSDEC Headquarters  
625 Broadway  
Albany, NY 12233

Date: 04/29/2015

**This permit is not effective without the signature below:**

**Validation under this General Permit**

Authorized By: TRACEY L O'MALLEY , Deputy Regional Permit Administrator

Address: NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY 12561

Authorized Signature: \_\_\_\_\_ Date 6 / 15 / 2023



## Permit Components

P/C/I SPDES- GROUNDWATER DISCHARGE

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### P/C/I SPDES- GROUNDWATER DISCHARGE PERMIT CONDITIONS

**1. Request for General Permit Authorization** Prior to the use of this General Permit for modification, construction and operation of the discharge point(s) at a facility, an applicant must submit the following information to the NYSDEC Regional Permit Administrator:

- Application for State Pollutant Discharge Elimination System (SPDES) General Permit GP-0-15-001.
- Engineering design and site plan signed and stamped by a Professional Engineer licensed to practice in New York State. One printed copy and one electronic copy (PDF format) of the engineering design and site plan shall be submitted to the Department.
- A Design Certification of On-Site Treatment Works signed and stamped by the Professional Engineer certifying that the wastewater treatment system is designed in accordance with the Design Standards referenced in the "General Permit Authorized Activity" section of this permit.

**2. Department-validated General Permit Authorization** Upon review of the project, the Department will determine if the project can be authorized under this General Permit. No work may proceed prior to receipt of the Department-validated General Permit.

The Department-validated General Permit will authorize the specific outfall (i.e., type of on-site treatment system and design flow) described in the Application, Design Certification of On-Site Treatment Works, and site plan.

Following receipt of the Department-validated General Permit, the permittee may proceed with construction of the on-site treatment system.

**3. Approval to Discharge** Wastewater discharge from the system authorized by the Department-validated General Permit is approved when the following appropriate action is taken:

- At the completion of facility construction and prior to commencing a discharge, the permittee must submit a Post Construction Certification of On-site Treatment Works form, signed by a professional engineer certifying that the treatment system has been constructed in accordance with the originally approved engineering design and site plan, to the Department's NYSDEC GP-0-15-001 Coordinator. The certification must include the date that the treatment system will be placed into service and become operational.



- If modifications were made to the originally approved engineering design and site plan, the permittee must submit electronic as-built site plan (PDF and CAD format) noting any deviation from the originally approved site plan to the Department's NYSDEC GP-0-15-001 Coordinator.

For conversion of a facility that has been constructed and is operating in accordance with an individual SPDES permit to this General Permit, the Application for General Permit does not need the above-described certifications and as-built plans, unless requested by the Department.

**4. Maximum Flow, Strength and Character** The treatment system must not receive, or be committed to receive, sanitary wastes without the admixture of industrial wastes that:

- a. exceed the treatment system design flow, or
- b. have a strength or characteristic beyond the design capability of the treatment system.

**5. Inspect Septic Tanks** A septic tank installed as part of the treatment system shall be inspected by the permittee or his agent for scum and sludge accumulation at intervals not to exceed one year's duration. The permittee shall remove scum and sludge accumulations before the depth of either exceeds one-fourth of the liquid depth so that no settleable solids or scum will leave in the septic tank effluent. Septage materials shall be removed, transported and disposed of in accordance with applicable law and regulation.

Such inspections may be performed by the permittee, an engineer licensed to practice in New York State, a National Association of Wastewater Transporters (NAWT)-certified inspector, or a New York Onsite Wastewater Treatment Training Network (OTN)-registered inspector. Records of annual septic tank inspection and pumping information shall be retained onsite and maintained for five years for review by the NYS Department of Environmental Conservation.

**6. Maintain Facility** The permittee must maintain the treatment system in effective working condition.

**7. No Violation of Water Quality Classifications and Standards** The discharge must not cause or contribute to a violation of water quality classifications and standards as contained in New York Codes, Rules, and Regulations (NYCRR) Title 6, Chapter X, Parts 700-703.

**8. Maintain Records** The permittee shall maintain a copy of the engineer-certified treatment facility site plan and engineering design, as-built drawings, required health agency approvals, and other related documents for inspection by the NYS Department of Environmental Conservation.

**9. Annual Regulatory Fee** Permittees are responsible for payment of the annual regulatory fee billed by the Department. Failure to pay can result in imposition of penalties or revocation or suspension of this permit. The permittee is responsible for payment of the fee until the discharge ceases and the permittee requests and receives Department concurrence for termination of coverage under the permit or the Department approves a transfer of the permit to a new permittee.

**10. Permit Transfers** The permittee must submit a written application to the Department for transfer of this permit prior to actual transfer of ownership. Such application must include any forms or supplemental information the Department requires. Submission of the transfer of ownership application must be provided to the Department 30 days prior to the new permittee taking ownership of the facility. Failure to properly transfer the facility ownership is a violation of 6NYCRR Part 750-1.17(b) and subjects the permittee to a civil penalty of up to \$37,500 per day for each day that the violation





continues under ECL section 71-1929(1). The most current permittee in the Department's database records is responsible for compliance with all the permit terms and conditions in this General Permit, the permit fee and all applicable state and federal laws and regulations.

Any transfer granted by the Department must be in writing.

**11. Operating in Accordance with SPDES Rules** The permittee is authorized to discharge in accordance with effluent limitations; monitoring and reporting requirements; other provisions and conditions set forth in this permit; and NYCRR Title 6, Chapter X, State Pollutant Discharge Elimination System (SPDES) Permits Part 750.

**12. GP-0-15-001 Coordinator** As referenced in this permit, the GP-0-15-001 Coordinator can be contacted at:

DEC GP-0-15-001 Coordinator  
New York State Department of Environmental Conservation  
Division of Water  
625 Broadway  
Albany, NY 12233-3505

**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator



NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY12561

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: P/C/I SPDES- Groundwater Discharge.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the



permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

**Item E: Referenced Materials** Forms and regulations referenced in this permit are available at the NYS Department of Environmental Conservation's regional offices and on our website: [www.dec.ny.gov](http://www.dec.ny.gov).

# **Attachment E**

Geotechnical Investigation Report

Prepared by Kevin L. Patton, P.E.

Dated: 21 December 2023

**KEVIN L. PATTON, P.E.**  
**36 PATTON ROAD**  
**NEWBURGH, N.Y. 12550**  
845 275-7732 PATTONGEOTECH.COM

CLIENT:	Town of Newburgh	PROJECT:	New Recreation Center
	1496 Route 300		Newburgh, N.Y.
	Newburgh, NY 12550	PROJ. No.:	23319
		DATE:	December 21, 2023

## GEOTECHNICAL INVESTIGATION REPORT

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SOIL TECHNICAL NOTES

BORING LOCATIONS

SUBSURFACE PROFILE

SOIL BORING LOGS

ROCK CORE LOG

LABORATORY TEST REPORTS

BEDROCK GEOLOGIC MAP

SURFICIAL GEOLOGIC MAP

USDA SOIL REPORT DATA

## 1. PROJECT DESCRIPTION

This geotechnical investigation report was prepared for use in the design and construction of a new recreation center building, at the existing recreation facility at the south end of Chadwick Lake, as shown on the attached plan. The building will cover the area of the existing hockey rink on the east side of the parking lot; the area is mostly level, at elevations of approximately 467 to 468 feet, but the east side of the building will lie along the top of a high slope, which descends from about 466 feet elevation down to about 410 to 413 feet along the right bank of the Quassaic Creek, about 300 feet away. This is an average slope of 5.5-to-one, but the top ten feet of the slope is very steep (about 2.8 to 1) near the proposed northeast building corner, where fill has been pushed out onto the slope. This steep slope continues to the south, shifting farther away from the building area, and also continues to the north. The lowest elevation in the proposed building area is 453 feet, at the northeast corner.

The Surficial Geologic Map of New York State (N.Y. State Museum, 1989,) indicates that the site is in a broad area of glacial till. The USDA Soil Survey indicates that the native topsoil type in the project area is Mardin gravelly silt loam. Mardin soils typically form over deep deposits of glacial till, typically with a clayey or silty texture, but sometimes sandy or gravelly. Cobbles and boulders are usually present as minor constituents in this soil, but they can be abundant. The native soils encountered in the borings were generally consistent with the Soil Survey data, with few small boulders. Some areas of fill are also present.

The local bedrock is thinly-layered gray siltstone, shale and greywacke sandstone of the Ordovician-age Normanskill formation. Weathered bedrock was encountered at a relatively shallow depth of three feet at the south end of the proposed building, but this area has been previously graded and it may have been a few feet deeper prior to that work. The greywacke layers tend to be very hard, but the siltstone and shale are medium-hard to soft.

## 2. SOIL INVESTIGATION AND TEST RESULTS

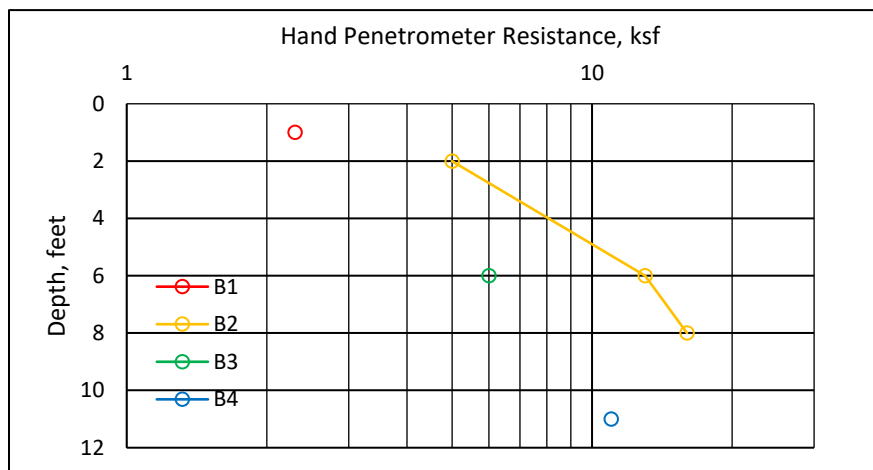
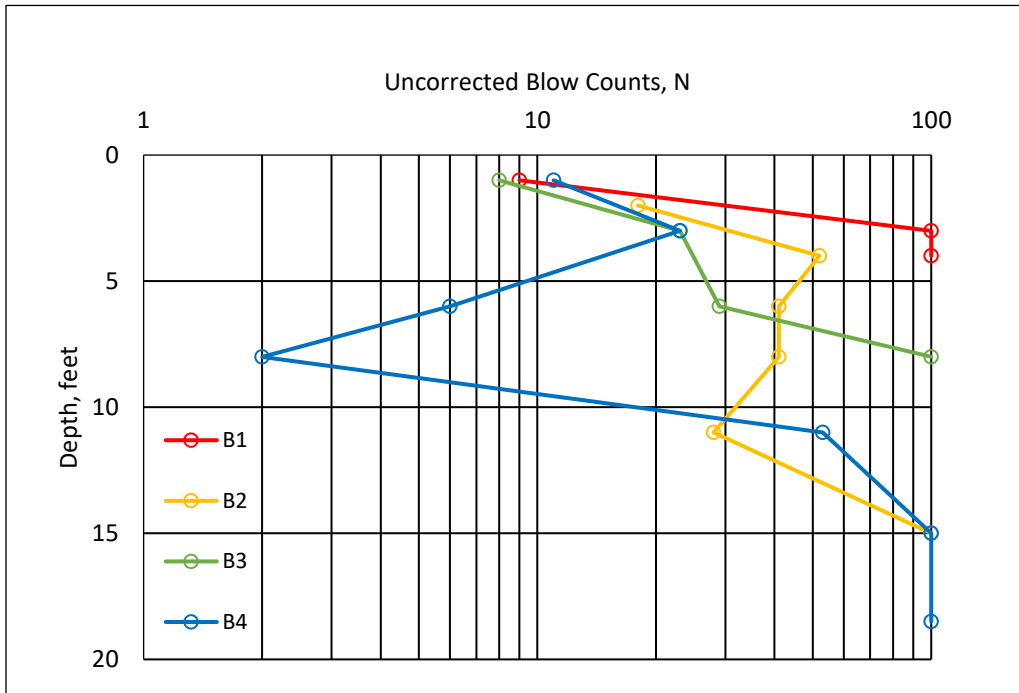
Four soil borings were drilled on October 9, 2023. Borings were drilled by the hollow-stem auger method, using a track-mounted drill rig. Drilling was performed by General Borings, Inc. of Prospect, Connecticut. The subsurface investigation was supervised and witnessed by Warren Patton, under the direction of Kevin Patton, P.E.

Soil sampling and testing were performed by the Standard Penetration Test (SPT,) using an Automatic Hammer, in accordance with ASTM D1586 (Standard Method for Penetration Test and Split-Barrel Sampling of Soils.) The SPT provides the Blow Count "N" Value, equal to the number of blows of the 140-pound steel hammer that were required to drive the 2-inch outside diameter split-spoon sampling tube into the soil, over a twelve-inch increment. Soil samples are also recovered by this method, and additional tests were performed in the field and lab, as noted on the soil boring log, using a hand penetrometer to test bearing capacity.

Laboratory testing was performed on representative soil samples, for moisture content, particle size distribution and Atterberg Limits. A rock core was obtained from boring B3 and a detailed log was prepared in the lab. USCS classifications of the soil, per ASTM D2487 and D2488, are provided on the logs and on the subsurface profile drawing.

2.1. Soil Boring Blow Count and Laboratory Data

Field Blow Count Values, N				
	B1	B2	B3	B4
Elev.:	466	467	466	464
Depth, ft.: 1	9		8	11
2		18		
3	60/9"		23	23
4		52		
6		41	29	6
8		41		2
11		28		53
15		50/2"		50/3"
18.5				50/1"
Refusal, ft	4	15	8	18.5
Cored:			8-13 ft	



<b>Natural Moisture Content, Percent</b>				
Depth, feet	B1	B2	B3	B4
1	17.9		17.0	10.8
2		11.6		
3	8.4		10.2	10.0
4		11.6*		
6		9.4	8.1*	14.6
8		8.5		19.3
11		8.9*		10.4*
16		3.5		5.1

\*Approximate, from hydrometer test sample prep.

<b>SOIL TEXTURE</b>					
<b>Particle Size Analysis</b>					
Sample		B2-S2	B2-S5	B3-S3	B4-S5
Depth		3 ft	11 ft	6 ft	11 ft
USCS Class		SC	SM	SM	SM
Sieve Size	mm	Percent Passing by Weight			
¾"	19.0	100	95	93	100
#4	4.75	75	59	71	73
#10	2.00	65	44	55	55
#40	0.425	52	28	40	40
#200	0.075	36	18	24	26
Hydrometer	0.050	30	18	19	20
	0.005	11	9	5	4
	0.002	6	6	2	0
<b>Atterberg Limits</b>					
Liquid Limit		23	-	-	20
Plastic Limit		15	-	-	16
Plasticity Index		8	-	-	4

The Standard Penetration Test results (blow counts) indicated loose to medium-dense soils near the surface; the deeper native soils had blow counts of 23 to 53, indicating medium-dense to dense conditions, changing to very dense as the soil transitioned to weathered bedrock. Boring B4 encountered four feet of medium-dense fill over five feet of loose to very loose fill, with very dense native soil at about nine feet depth. Borings B2 and B4 were each drilled to auger refusal, then an attempt was made to drive the split-spoon sampler, which was refused on hard rock after minimal penetration. In boring B1 this occurred while driving the second split-spoon. Boring B3 was drilled to auger refusal, then was cored five feet into the rock.

Hand penetrometer tests were performed on several of the samples; these tests can only be performed on relatively undisturbed samples containing little or no gravel. Most of the penetrometer test results were greater than 5000 psf (5 ksf,) indicating dense to very dense conditions. A value of 2300 psf was measured for the sample of very moist sandy silty clay from one foot depth in boring B1.

Moisture contents of the native soil samples were mostly consistent with the observed moist to very moist or wet conditions in well-consolidated inorganic soils. The test results were not particularly high for the loose fill encountered in boring B4, however these samples were very moist and the results are relatively



high when the shaley texture of some of those samples is taken into account. Soil moisture contents greater than forty percent indicate weak soils and would affect the seismic site classification of the project, if they were present.

The particle size analyses and Atterberg Limits tests were performed on representative soil samples from the borings; on average, the samples contained approximately 30% gravel, 45% sand and 25% fines, composed of silty clay, clay or silt (USCS classification method.)

Particle Size Summary				
Sample	B2-S2	B2-S5	B3-S3	B4-S5
Gravel, %	25	41	29	27
Sand, %	39	41	47	47
Silt and Clay, %	36	18	24	26

Note that the split-spoon sampling method which was used to collect the samples excludes particles that are medium gravel-size or larger. The gravel fraction may be under-represented; cobbles and boulders are also present in the soil but are not represented by the tests. The Atterberg Limits test indicates that the fine fraction of the typical soils is silt, silty clay, or low-plasticity lean clay, which will tend to be somewhat sensitive to moisture changes, but which is unlikely to exhibit significant shrink-swell behavior.

**2.2. Subsurface Profile and Summary of Soil Conditions**

Subsurface conditions encountered in the borings are described in the boring logs and are summarized in the drawing attached to this report. There is about one to two feet of topsoil to be stripped from the project area, along with the ice rink slab, exercise stations, light poles, utilities and minor pavement to be removed. After stripping and demolition, suitable subgrade soils are expected to be exposed over most of the building area. Weathered bedrock is likely to be present close to footing depth at the south end of the proposed building.

Over-excavation to remove uncontrolled fill will be required at the northeast corner of the building area, where soil and debris have been pushed out onto the slope. In the building area, this wedge of fill is estimated to be present in a triangular area with sides extending about a third of the way from the northeast building corner to the northwest and the southeast corners. In addition, there appears to be a thin wedge of fill extending from the end of this triangle to the southwest corner of the proposed building, forming a low “brow” along the top of the slope. This is probably topsoil and other excess soil that was pushed to the edge of the work area when the existing recreation facilities were developed roughly thirty-five years ago, and may need to be removed and replaced, depending on composition and condition; there may also be original topsoil below this fill, which would also need to be removed.

Borings B1, B2 and B3 encountered a foot or two of topsoil and disturbed/regraded soil, over undisturbed native soils, changing to weathered shale bedrock at depths of two feet, eleven feet and eight feet, from south to north. The shallow soils were sandy silt, sandy silty clay, and silty clayey sand. The deeper native soils in boring B2 consisted of dense clayey sand and dense silty sand and gravel, over till, which was composed of dense shaley gravel and sand with little silt. In boring B3 the deeper native soils were medium-dense shaley sand and gravel with little to some silt.

Boring B4 encountered approximately nine feet of uncontrolled fill, including layers with topsoil and organics near the bottom of the fill. The top four feet of the fill was shaley sand and gravel with little to some silt in a medium-dense condition, but the next five feet was loose to very loose, with layers of organic-rich or otherwise poor-quality materials. Below the fill was approximately five feet of dense native soil, consisting of shaley gravelly silty sand, down to the top of weathered bedrock, at approximately elevation 457. Pieces of concrete, asphalt pavement and other inert debris were noted on the surface in this area.

The bedrock is Ordovician-age gray shale, siltstone and greywacke of the Normanskill Formation. It was cored in boring B3, which showed the joints to be closely-spaced and mostly parallel, dipping at approximately 31 to 38 degrees. The rock changes from weathered to fresh over a few feet of depth; in borings B1 and B3 the auger met refusal about one foot into the weathered shale, while in B2 and B4 the auger penetrated about four to five feet into the weathered rock. In some cases refusal may have occurred on a hard layer of greywacke, in others it may have been on fresh rock. In boring B1 the refusal depth was at the estimated bearing depth for shallow exterior footings; in the other three borings the top of weathered rock was at least four feet below the normal frost-depth bearing elevation.

The soils were in a moist to very moist condition; shallow very moist zones were present in borings B1 and B2; in boring B4 most of the fill and the underlying native soils were very moist. Only moist soils were observed in boring B3, and no wet soils were encountered in any of the borings.



PHOTO 1. The north end of the proposed building area, with the drill rig at boring B4.



PHOTO 2. View of the slope to the east of boring B4, with a large piece of concrete in the right foreground.

### 3. EVALUATION

#### 3.1. Subgrade Preparation

The investigation indicates that the subgrade conditions throughout the proposed building area are suitable for the use of shallow spread footing foundations and slabs-on-grade, subject to performing the required subgrade preparation operations, as described below.

Remove all existing pavement, utilities, topsoil, soft subsoil, stumps and large roots and similar items from the subgrade in all foundation and slab areas, as noted in the previous section. Remove existing slabs or foundations in their entirety from below new foundation areas, and to at least twenty-four inches below bottom-of-slab in slab-on-grade areas, and as needed to prevent interference with the new construction. Remove uncontrolled fill in its entirety from below new foundation areas and from below slab-on-grade areas unless otherwise approved by the Engineer.

Excavate to the design subgrade elevation, or deeper if required to reach suitable subgrade soils, which shall be undisturbed native soils, free from topsoil, fine organics and root masses. The subgrade shall have a stiff/ medium-dense or harder consistency. Dewatering and draining of the excavations are expected to be required to some extent during and after excavation.

Trim to the required subgrade elevation using excavation methods that minimize disturbance of the final soil surface. Compact the surface as needed to consolidate any soil that was loosened during excavation. Remove any pockets or small zones of unsuitable materials that are encountered, and replace them with controlled compacted fill. Contact the Engineer prior to performing any significant extra excavation. Where old foundations, stumps or boulders are removed, or where other over-excavation work is performed to prepare subgrade areas, the sides of the excavation shall be trimmed back to stable soil as each lift of backfill is placed. Where deficient soil is removed from below footing locations, the remediated area shall extend at least one foot out from the footing per foot of depth (1 to 1 splay.)

When excavating weathered bedrock, fracture and loosen the rock to a depth of approximately six to twelve inches below the design subgrade elevation, to permit fine-grading and to eliminate hard points in contact with the bottoms of footings or slabs. Thoroughly compact the fractured rock. If hard bedrock is present, over-excavate the rock by six to twelve inches and replace it with compacted granular site-borrow soil or Structural Fill, to act as a cushioning layer and as a leveling course for concrete forms.

If fine-grained native soil is present at the bearing elevation, a layer up to four inches thick of Structural Fill or equivalent site-borrow soil may be placed in the footing bottom to protect the soil surface, after properly preparing the surface to a level and stable condition. This layer shall be thoroughly compacted with a vibratory plate tamper or roller, and its surface shall not extend above the design bearing elevation. Footing bearing surfaces shall be free from frost, mud and loose soil or standing water, when concrete is placed. Rock surfaces should be thoroughly moistened prior to placing concrete.

Protect the prepared subgrade surface from erosion, from frost and from construction damage. Traffic from dump trucks and similar heavy vehicles should be minimized on the exposed surface of the subgrade and on compacted fills.

Footings may bear directly on the prepared soil or rock subgrade, or on controlled compacted fill placed over the subgrade. Footing bearing surfaces shall be free from frost, mud and loose soil or standing water, when concrete is placed. Rock surfaces should be thoroughly moistened prior to placing concrete.

### **3.2. Excavation**

The borings indicate that the existing fill and native soils may be excavated using conventional heavy equipment, such as tracked excavators and bulldozers. Backhoes and mini-excavators should be suitable for the excavation of shallow trenches, but may require assistance if boulders or weathered rock are encountered. Some rock excavation is expected within the building area. The rock anticipated to be removed from the building excavation appears to be of minor quantity and appears to be sufficiently jointed and weathered to be excavated with a large excavator or with a large bulldozer with a ripper tooth. Hammering with a hydraulic hoe-ram may be required to break the hard layers of greywacke in the shale, or to excavate into fresh bedrock. Refer to the Subgrade Preparation section of this report for additional requirements.

The investigation indicates that the soils which will be encountered in the building excavations are likely to predominately be OSHA Type A, requiring a minimum slope of 0.75-to-1 in shallow excavations, and OSHA Type B, requiring a minimum slope of 1-to-1 in shallow excavations. Benching is permitted in these soils. Soil types and excavation requirements must be confirmed by a qualified representative of the Contractor during construction.

No shoring of excavations should be required, as there appears to be sufficient clearance around the foundation work areas to allow the use of conventional excavation slopes. Trench boxes or other temporary shoring will be required for work in deep trenches and may be required when excavating trenches in wet areas, regardless of depth. The design of any necessary shoring or other support-of-excavation is the responsibility of the Contractor and is not included in this report.

Groundwater seepage rates in the building excavations are expected to be slow, but may be persistent during wet seasons. Occasional zones of perched groundwater or other concentrated seepage may be encountered. Groundwater seepage and stormwater should be removed promptly from the excavations, and the groundwater elevation should be maintained at a depth of at least one foot below the soil surface in active construction areas. When dewatering flooded excavations, the water level should be drawn down at a controlled rate to minimize sloughing, allowing the water to drain from the soil in the sides of the excavation. Gravity drainage and conventional shallow sump pits installed in the excavations should be adequate for the control of groundwater seepage.

### **3.3. Fill Materials and CLSM**

All fill placed below foundations and slabs shall consist of Structural Fill or Structural Fill HD, as described below, or shall be suitable site-borrow soil, as described below, or shall be other imported fill of a quality at least equal to that of the site-borrow fill.

Most of the soils excavated from the site are expected to be of suitable quality for re-use as fill and backfill for foundations, slabs and pavement areas. Exclude topsoil and wet, organic otherwise deficient soils from

the excavated borrow soil. The borrow should be blended as much as practical, to produce a uniformly compactible fill material. The site-borrow soil will likely require some require drying prior to compaction. Boulders and large cobbles must be removed from the borrow fill. Clumps of clayey soil should be excluded from the fill, but if included they must be thoroughly broken up and mixed in. Excavated shale, fresh or weathered, may be used as fill by itself or may be blended with the soil.

Structural Fill, if imported for use below foundations and slabs, shall be good-quality bank-run sand and gravel or crushed stone, and should be a well-graded product complying with the gradation limits below. Structural Fill may also be used as foundation backfill. Structural Fill HD (Heavy Duty) should be used in areas to be protected from heavy construction traffic and where subgrade stabilization and/or enhanced drainage is needed and is suitable for use as fill during winter conditions.

Sieve size		Structural Fill	Structural Fill HD
Inch	mm	Percent Passing by Weight	
4"	100	100	100
1½"	37.5	70-100	50-95
#4	4.75	30-85	20-50
#40	0.425	5-45	5-25
#200	0.075	0-20	0-10
Plasticity Index		7 max.	Non-plastic

All fill materials shall be composed of sound, durable particles, shall be free from frost or snow, garbage, construction debris or other deleterious material, and shall be substantially free from organic matter and roots. Recycled crushed concrete and masonry from a registered source may be acceptable for some applications above the water table, subject to approval by the Designer of Record. Fill shall not be placed over frozen or unstable soil, unless approved by the Engineer.

Pipe bedding in utility trenches may act as a drainage path for groundwater seepage. If coarse granular bedding is used in sloping trenches, it should be interrupted periodically by sections of well-graded bedding, to regulate the flow of this seepage. Avoid the use of coarse stone as pipe bedding in areas where erodible soils such as fine sand or cohesionless silt are present, or provide a geotextile layer or a filter zone of compacted well-graded fill between these soils and the pipe bedding.

CLSM (Controlled Low-Strength Material or 'flowable fill') may be used under footings and foundations when specifically approved by the Engineer, and may also be used to backfill trenches or other excavations, typically where rapid fill placement is required, fill areas are narrow, or the use of conventional compaction methods is not practical. For support of footings, a CLSM mix consisting of sand, cement and water, with a 56-day compressive strength of 50 to 200 psi, is appropriate. CLSM may produce high fluid pressures during placement, and caution must be used for placements against foundation walls, near unbraced cuts, etc. Pipes or tanks can also float if not properly restrained during placement. CLSM should not be placed against unprotected aluminum; CLSM containing flyash should not be used in contact with cast iron or ductile iron. Hardened CLSM masses may also adversely affect groundwater flow, possibly causing erosion under or along the CLSM, particularly in sloping trenches.

**Other Fill Materials:**

- Crushed stone base course for slabs-on-grade should consist of ASTM C33 #56 or #57 stone ( $\frac{3}{8}$ - to  $\frac{3}{4}$ -inch size,) or as required by the slab system design.
- Crushed stone or gravel for footing drains should consist of ASTM C33 #5, #56 or #57 stone ( $\frac{3}{4}$ -inch or  $\frac{3}{8}$ - $\frac{3}{4}$ -inch size.)
- Well-graded granular subbase material (NYSDOT Item 733-04 'Item 4' or similar) should be used under sidewalks and exterior slabs.

**3.4. Fill Placement and Compaction**

Soil surfaces, including the surface of the subgrade and of previously-placed fill materials, shall be prepared to a stiff and essentially unyielding condition prior to placing each new lift of fill. Bedrock surfaces to receive fill shall be free from voids or loose areas and the rock surface shall be free from large loose pieces of stone. Use mid-size equipment to compact the site-borrow fill or similar materials. Vibratory trench rollers, and single-drum soil rollers with a nominal size of three to seven tons, should be appropriate for the observed site conditions. Larger rollers may be used when compacting well-graded granular fill over essentially unyielding surfaces. In areas with limited access, vibratory plate tampers or jumping-jack tampers may be used. Avoid over-compacting the shallow soils in landscaped areas.

Fill shall be placed in controlled lifts, with each lift compacted to the required density at a moisture content close to optimum moisture, as determined by ASTM D1557. When the moisture content of fill which will support footings or slabs is within two percent of optimum, fill may be placed in lifts with compacted thicknesses of up to eight inches. If the moisture content is two to 2.5 percent from optimum, reduce the maximum thickness to six inches, and if it is more than 2.5 percent from optimum, discontinue compaction. In roadway, embankment and other non-structural locations, fill may be placed in lifts with a compacted thickness of up to twelve inches when the moisture content of the fill is within two percent of optimum, and up to eight inches thick when it is two to 2.5 percent from optimum. Use a reduced lift thickness if required to obtain the specified percent compaction and when using small compaction equipment.

When placing fill during freezing temperatures, use Structural Fill HD or similar fill material containing less than ten percent non-plastic fines. Fill produced from natural sand and gravel is preferable to crushed stone or concrete fill for winter work, for ease of compaction. Compact the winter fill with a maximum lift thickness of six inches and do not compact fill whose moisture content is more than two percent above or below optimum. Do not place or compact fill when the air temperature is less than 25°F. Do not place frozen fill materials.

Where fill will be placed against slopes, bench the fill into the slope to create a stair-step interface, for improved stability and groundwater control. Lightly scarify the surface of the existing soil prior to placing the fill, and key the fill into the subgrade at the toe of the slope. When the fill is more than five feet high against a slope of twenty percent or more, the key should be at least two feet deep and ten feet wide.

Backfill placed against foundation walls should be compacted with trench rollers or with similar equipment which will not produce damaging stresses on the wall. Place backfill equally on opposite sides of the foundation unless otherwise indicated by the specifications or drawings. Foundation walls acting as

retaining walls should be braced (i.e. by installation of the floor framing) before placing backfill, unless otherwise indicated on the drawings or approved by the Engineer.

Open-graded stone base course material for slabs-on-grade should be graded level and seated with one or more compaction passes, to help resist displacement during slab area preparation and concrete placement.

### 3.5. Compaction Requirements

Compact each lift of fill supporting slabs or foundations with at least six one-way compaction passes, even if passing test results are obtained with fewer passes. Each compaction pass shall be made at a slow walking speed (less than four feet per second,) and the equipment shall pass completely over all areas of the fill. Fill materials shall be compacted to at least the following percentage of the ASTM D1557 maximum dry density. For coarse-graded fill materials with more than thirty percent retained on the 3/4-inch sieve, the ASTM D4253 Maximum Index Density test may be substituted for the D1557 test.

Location	Percent Compaction
Below Footings, Foundations, Slabs and Pavements	95% minimum
Exterior Foundation Backfill in Landscaped Areas	90% minimum

### 3.6. Testing

The subgrade shall be inspected to verify that it has been prepared in conformance with the requirements of this report, prior to placing fill or foundations. Recommended test procedures and frequencies are provided below.

**PROOF-ROLLING:** Proof-rolling of the prepared subgrade soil is not required, but may be performed to determine the limits of a soft area. Use an appropriately-sized vehicle, to avoid damaging wet and/or fine-grained, but otherwise acceptable soils. Observe the effects of the moving vehicle; if the soil exhibits excessive deflection, rutting or cracking, additional excavation or drying of the subgrade may be required.

**BEARING CAPACITY:** The prepared subgrade surface throughout the foundation and slab areas area shall be probed thoroughly to check for soft spots. The foundation subgrade shall be in a dense and unyielding condition, substantially free from soft areas and/or loose material. If these conditions are not encountered at the bearing elevation, testing shall be performed with a Static Cone Penetrometer or equivalent device in foundation bearing areas. If the design bearing capacity is not indicated within three inches of the bearing surface, the soil conditions shall be corrected and/or, if approved by the Engineer, the footing depth may be increased to reach acceptable soil. The slab subgrade areas shall be densely consolidated and sufficiently stiff to prevent rutting or displacement during slab base course and concrete placement operations. Where fractured rock or bedrock is present at the bearing elevation, it shall be visually inspected to verify that it is generally level and free from accumulations of loose material, and that in areas where it is fractured, the fractured mass is in a dense and stable condition, free from large open voids.

**COMPACTION TESTING:** Compaction testing shall be performed for each lift of fill supporting foundations, with testing performed while the work is in progress. Testing is also recommended for the fill

supporting slabs or pavement, exterior backfill and for fill placed in embankments. Compaction testing is recommended for all retaining wall construction, with requirements to be determined by the wall designer. Compaction tests of fill and backfill supporting foundations and slabs should be performed in at least one location per 50 linear feet or per 1000 square feet of fill surface, per lift. At least one test per 100 linear feet or per 2500 square feet should be performed for each lift of fill in embankment, roadway and other non-structural areas. Compaction tests should be performed with a nuclear moisture-density gauge, per ASTM Test Method D6938, unless otherwise approved. Required percent compaction values are provided above.

**CLSM:** When flowable fill is used to support footings or foundations, at least one set of three 6x12-inch test cylinders shall be cast from each day's placement, per ASTM D4832. Test the cylinders for unit weight and for compliance with the specified strength requirements. Cast additional cylinders if early tests are needed.

### **3.7. Geosynthetic Materials**

Geosynthetic materials are expected to be used for reinforcement and drainage applications at the site on an as-needed basis, or where required by Code, such as for footing drains. Geosynthetic materials shall be installed over a smooth and evenly shaped subgrade, to avoid 'tenting' of the material over voids or high points. The geosynthetic shall be installed substantially free from wrinkles, and fill material shall be placed and spread in a manner which pushes the wrinkles out but which does not otherwise displace the geosynthetic material. Vehicles shall not drive on the exposed geosynthetics. Woven reinforcement geotextiles will usually act as an infiltration barrier when installed in a continuous horizontal layer, and non-woven separation geotextile may also work as a barrier; this may or may not be desirable, depending on the installation location and conditions, and should be considered when specifying or using these products. The following material types are recommended for use in the anticipated construction conditions.

**Drainage Separation:** For footing drains and similar applications, a woven drainage geotextile with at least 4% open area, with an apparent opening size of 0.21mm (#70) or smaller, should be installed around the open-graded drainage stone. Non-woven geotextiles are not recommended for use in this application, due to the presence of fine particles in the native soil that will tend to clog the fabric. If stone drains are installed in areas of fine sand or cohesionless silt, provide a zone of clean sand at least three inches thick between the geotextile and the soil.

**Subgrade Reinforcement:** Typically, a woven reinforcing geotextile with a grab tensile strength of at least 200 pounds should be used where needed to improve the stability of soft subgrade soils. Geogrids should be used for reinforcement on slopes where the reinforcing layer is not horizontal, and should also be used if free vertical drainage is desired. A minimum of twelve inches of granular fill cover is typically required to fully mobilize the strength of the reinforcing geosynthetic.

**Subgrade Separation:** Where fines from the subgrade may infiltrate into an overlying granular layer, and strengthening of the subgrade and some vertical drainage is desirable, a non-woven geotextile should be used. A four-ounce nominal weight fabric is suitable for light- to moderate-duty applications; heavier fabric should be used where it will be subjected to heavy traffic, especially when it is placed in contact with sharp or very coarse-graded materials.



#### 4. DESIGN VALUES AND RECOMMENDATIONS

Soil engineering properties and recommendations for design are provided in this section; additional important design considerations are also discussed in the other sections of this report. The design values assume that the building will be supported by a conventional spread footing foundation with slab-on-grade floor, as described in the previous sections, and will be provided with proper drainage.

##### 4.1. Foundation Geometry

Conventional frost-depth footings are appropriate for foundation construction on the south and west sides of the proposed building. Along the north side of the building, the centerline of the proposed 30-inch stormwater line is within six feet of the building wall, with a proposed invert elevation of 460.0, approximately five feet below finished grade. The normal footing depth should be increased by roughly six inches (depending on design footing width,) to approximately elevation 461.0, so that the pipe trench is outside of a 1.75 horizontal-to-one vertical influence line projected down from the corner of the footing. Alternatively, the foundation depth could be lowered to bear at about elevation 459.5, which would also put the precast concrete catch basins outside of this 1.75:1 influence line, however the minor peripheral loading from the footings against these units is acceptable. Along the east side of the proposed building, the proposed centerline of the 30-inch storm pipe is five feet from the building, with a descending slope below. The footing should also be deepened here, either to approximately elevation 460.5 for clearance from the pipe trench, or to about 459 feet elevation to bring the footing influence line below the bottoms of the catch basins.

Near the northeast building corner, the existing grade drops down to elevation 453, and the embankment consists of uncontrolled fill. This area will need to be excavated and filled, and the stormwater pipes will still be close to the building. An increased footing depth is required, and two foundation options are presented. The footings may bear on the controlled compacted fill at the same depths recommended above, or the foundation may be stepped down further, to bear on undisturbed native soil. The second option would be more costly, but it would minimize the differential settlement of the foundation. Placing the footings on fill is acceptable, but careful selection, placement and compaction of the fill materials become more critical for good performance. With either design, the potential for minor settlement and cracking of the northeast part of the floor slab is more of a concern than foundation settlement. The conditions do not call for the use of a structural slab; doweling of the slab edges to the foundation, the use of fiber or wire mesh reinforcement, and/or using the minimum ACI-recommended spacing of control joints in this area (in addition to careful fill placement and thorough compaction) should be sufficient to prevent unacceptable slab cracking and settlement.



PHOTO 3. The slope near the southeast corner of the proposed building. A thin layer of old fill is indicated along the top of the slope, to the left of the trees.

**4.2. Bearing Capacity and Soil Pressure**

Allowable Bearing Capacity, $q_a$	
Footings bearing at least 42 inches below finished grade, with a minimum width of 18 inches	4000 psf
Footings bearing at least 18 inches below finished grade, with a minimum width of 48 inches	4000 psf
Minor Footings bearing at least 18 inches below finished grade, with a minimum width of 12 inches	2500 psf
Allowable bearing values between 2500 and 4000 psf may be interpolated for footings bearing at 18 inches depth.	

Soil Properties	Native Soils
Soil Moist Density, $\gamma$ , lbs/cu ft	130
Effective Internal Angle of Friction, $\phi$	35°
Coefficient of Active Earth Pressure, $k_a$	0.27
Coefficient of Passive Earth Pressure, $k_p$	3.69
Coefficient of At-Rest Earth Pressure, $k_o$	0.43
Lateral Bearing Capacity (psf per ft below grade)	240
Coefficient of Friction (vs. concrete)	0.45
Modulus of Subgrade Reaction, $k$ , psi per inch	300

Footings subject to frost shall bear at least 42 inches below finished grade, or shall be otherwise protected from frost. Footings not exposed to frost, or bearing on non-frost susceptible subgrade material (e.g. solid or fractured bedrock) shall bear at least one foot below finished grade. Bearing elevations of footings shall be established such that a line drawn between the bottoms of two adjacent footings is not steeper than 30 degrees between the closest points on the footings. (Slope of 1 vertical to 1.75 horizontal.)

Settlement of the foundation elements, over the time span from the completion of foundation construction to the completion and normal occupancy of the building, is expected to be one half inch or less in the well-consolidated soils at this site. The settlement is expected to reach completion rapidly, with little or no additional long-term settlement of the native soils or controlled fills, when prepared in conformance with the recommendations of this report. Up to one inch of settlement and 3/4-inch of differential settlement should be assumed for design purposes. No measurable settlement is expected where foundations bear on rock. If fill is placed below footings, an additional quarter inch of settlement should be expected per five feet of fill thickness.

If encountered above the design bearing depth, weathered, fractured or solid bedrock are non-frost-susceptible subgrade materials, and frost-protected shallow footings, as specified in ASCE 32, may bear on rock at depths as shallow as twelve inches, when the required vertical foundation wall insulation is also provided. Where footing depths are reduced, pinning to rock may be required if the footing will be

subjected to significant uplift or lateral forces. These installation conditions must be reviewed and approved on a case-by-case basis.

#### 4.3. Control of Groundwater and Soil Gases

Minor groundwater seepage should be expected in excavations and below-grade areas during and after construction. It is understood that the building will not have a basement and the first floor slab will be entirely above grade. Adequate drainage must be provided to maintain the groundwater at an elevation below the slab base course; footing drains may be helpful for groundwater control during construction, but are not required by Code for the above-grade slab condition.

Soil gases that may impact the structure are water vapor and radon. The interior spaces can be protected from these gases by providing conventional moisture protection of the floor slabs, and by sealing all slab and wall-to-slab joints, concrete cracks, pipe penetrations and other openings. Drainage sumps should be sealed and provided with separate vents. The potential for these gases to adversely impact the use of the building is estimated to be low, if these practices are used, and normal interior ventilation is provided.

Conventional methods are recommended to damp-proof the slab-on-grade. Slab concrete should be placed with a low water/cementitious ratio, with the slab installed over a vapor barrier and an open-graded stone base course to act as a capillary moisture break and vapor collection layer. A passive or powered vapor venting system may be included, or can be added retroactively if a stone base course is present, using small-diameter PVC pipes installed in the base course and vented to the atmosphere. Stormwater runoff and infiltration must be diverted away from the building.

#### 4.4. Seismic and Expansive Properties

**Seismic Design Values:** The Seismic Site Class and Seismic Design Category for the proposed construction were determined per section 1613 of the New York State Building Code and ASCE 7-16. Seismic values for the site were obtained from the current database maintained by the Applied Technology Council, Redwood City, Cal., and are consistent with the published maps in the Building Code. The design values are provided in the table below.

Occupancy Category	I/II/III		
Seismic Site Class	C- Very Dense Soil and Soft Rock		
IBC Seismic Design Category	SDC - B		
Maximum Acceleration	0.2 sec $S_S$	0.219 g	
	1.0 sec $S_1$	0.056 g	
Maximum Spectral Response Acceleration	0.2 sec $S_{MS}$	0.285 g	
	1.0 sec $S_{M1}$	0.084 g	
5% Damped Spectral Response	0.2 sec $S_{DS}$	0.190 g	
	1.0 sec $S_{D1}$	0.056 g	

The seismic design values are based on the “risk adjusted maximum probable earthquake.” These are not the maximum values that *could* occur, they are values that are not likely to be exceeded during the service life of a typical structure.

**Liquefaction Potential:** The soils encountered in the investigation have very low liquefaction susceptibility. Liquefaction is typically associated with thick deposits of loose poorly-graded sand situated below the water table, and may also occur in loose, poorly-graded gravel or cohesionless silt. A similar phenomenon, cyclic softening, can occur in saturated soft clays. Those soils are also prone to shifting or spreading during seismic events when they are situated near a slope, even if the slope is gentle. Exclusive of the loose fill, which is to be remediated, the soils encountered in the borings have textures, drainage conditions, locations and/or sufficient consolidation (density) to resist liquefaction or unusual movement during the design seismic event. No special mitigation measures are required.

**Expansive Soils and Frost Heave:** The soils encountered in the investigation have a very low potential for expansion due to shrinking and swelling resulting from moisture changes. This behavior is typically associated with high-plasticity silt and clay soils. Physical testing and qualitative examination indicate that the soil properties do not meet the criteria for potentially expansive soils as defined in section 1803.5.3 of the Code. No mitigation measures are required. The on-site soils are moderately to highly susceptible to frost heave. Frost heave can be minimized by providing good drainage and by thoroughly compacting the soil. Well-graded granular fill should be used in areas where frost heave could result in damage.

## 5. NOTES AND LIMITATIONS

Please see the attached pages for additional information. Subsurface conditions encountered during construction shall be compared to the soil boring logs and this report; any significant variations from anticipated conditions must be evaluated for their effect on the design. This report summarizes the results of a limited investigation and does not purport to predict every variation in subsurface conditions. Elevations, slopes, contours, project layout and similar or related data provided in this report were interpreted from the drawings, from field data or from other information which was provided, unless otherwise noted.

This geotechnical investigation was conducted to evaluate the engineering properties of the soils at the site, to aid in the design and construction of the proposed work. The investigation did not include evaluation of the potential effects of the proposed construction on other properties, nor did it include inspection of, or sampling for, items of environmental concern such as the presence of soil contaminants or of regulated wetlands, and did not include review of local zoning regulations, codes, floodplain boundaries or similar matters, unless specifically referenced in the report. This investigation was conducted solely for the use of the Client, the Client's Project Designers and Agents and the Authorities Having Jurisdiction; this report should not be used by others, nor for any use other than its stated purpose, without contacting the Engineer. Any such use is solely at the user's risk.



Prepared by Kevin L. Patton, P.E.

The USCS (Unified Soil Classification System) was used to classify the soils in this report. The USCS is described in ASTM D2487 (laboratory test method) and D2488 (visual-manual method.) The USCS classification gives a 'Group Symbol' and 'Group Name' based on particle size distribution (gradation,) clay properties (Atterberg Limits) and basic composition (mineral or organic.)

**USCS Soil Classes**

Soils with less than 5% passing the #200 sieve:

GW, GP, SW, SP – Well-graded gravel, Poorly-graded gravel, Well-graded sand, Poorly-graded sand.

Soils with 12% to 50% passing the #200 sieve:

GC, GM, GC-GM, SC, SM, SC-SM – Clayey gravel, Silty gravel, Silty clayey gravel, Clayey sand, Silty sand, Silty clayey sand.

Soils with 5% to 12% passing the #200 sieve use a dual symbol, such as SW-SC (Clayey well-graded sand.)

Soils with more than 50% passing the #200 sieve:

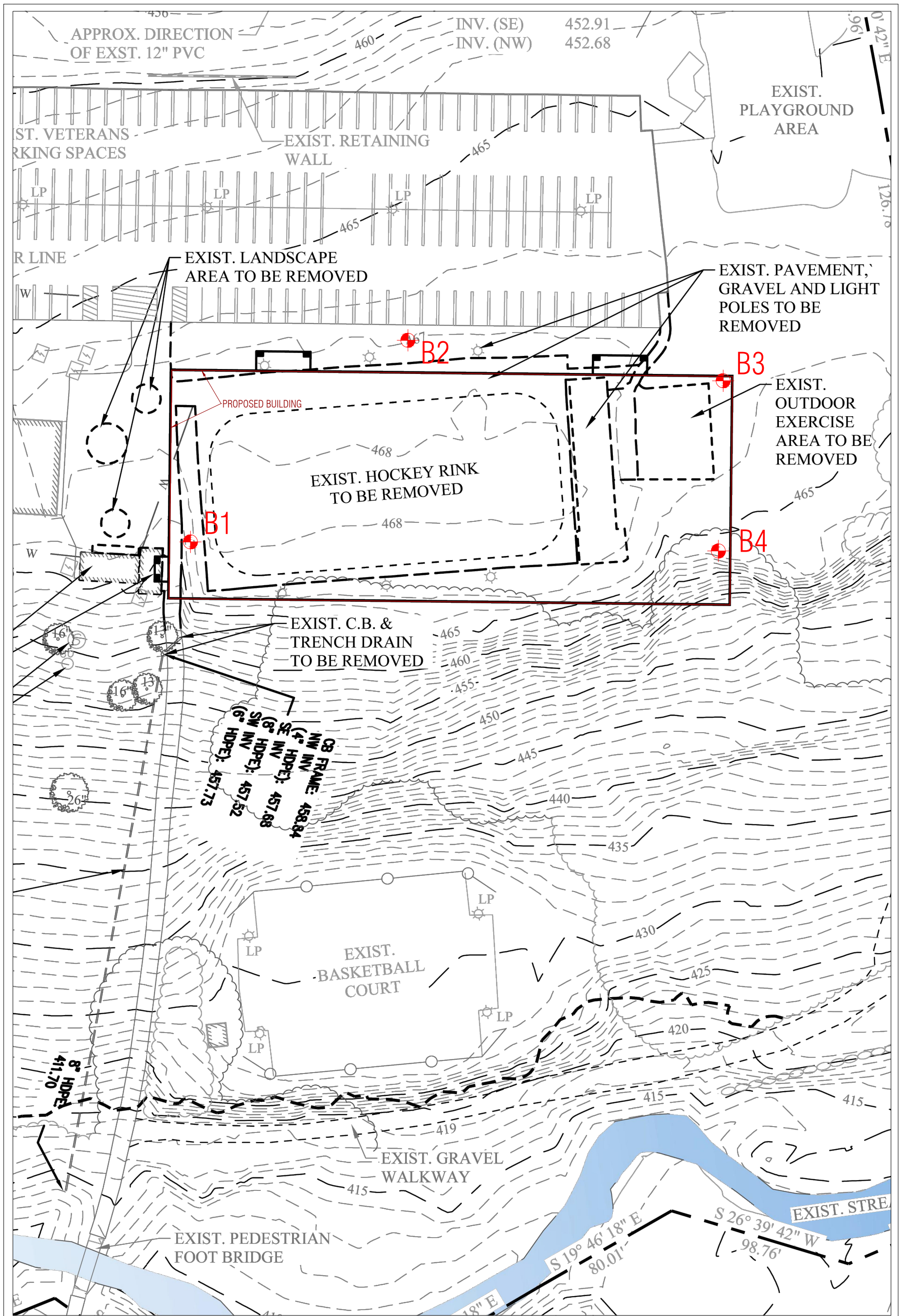
CL-ML, ML, CL, MH, CH, OL, OH – Silty clay, Silt, Lean clay, Elastic silt, Fat clay, Organic silt, Organic clay.

Highly organic soils:

PT – Peat.

The soil group name is modified with the term 'with sand' or 'with gravel' added if the soil contains more than 15% of these materials; clays and silts with 30% or more plus-#200 material are described as 'sandy' or 'gravelly' (whichever is predominate.) Examples – GM, Silty gravel with sand; CL, Gravelly lean clay.

Particle size	Fine- and Coarse-grained Soils	Atterberg Limits
>12" (300mm)      Boulders 12" to 3" (300-75mm)      Cobbles 3" to #4 (75-4.75mm)      Gravel #4 to #200 (4.75-0.075mm)      Sand <#200 (0.075mm)      Silt & Clay	The USCS classification applies to the material smaller than the 3-inch sieve.  'Fine-Grained Soils' (silts and clays) have more than 50% passing the #200 sieve and are classified by their Atterberg Limits.	Test is performed on the clay, silt and fine sand fraction of the soil: Liquid Limit (LL) – moisture content (%) at which soil becomes very soft. Plastic Limit (PL) – moisture content at which soil crumbles. Plasticity Index (PI) = LL minus PL
<b>Organic Soils</b>  Highly organic soils such as peat are visually classified. Partly organic soils, with a mix of organic and mineral matter, are classified visually and by Atterberg Limits tests.	'Coarse-Grained Soils' (sands and gravels) have less than 50% passing the #200 sieve. When more than 50% of the plus-200 material is retained on the #4 sieve the general soil type is gravel, and if more than 50% is finer than the #4 sieve, it is sand.	Higher PI values may indicate reduced permeability and increased drying shrinkage.
<b>Moisture Content</b>  Moisture is visually estimated and samples are usually tested. Soil moisture capacity varies with texture and compaction.  Typical examples: GW, moist at 3%, saturated at 9% SP, moist at 6%, saturated at 20%. CL, moist at 12%, saturated at 33%.	Clean coarse-grained soils are classified as well-graded (Classes GW, SW) or poorly-graded (GP, SP.) Well-graded soils have a wider range of sizes and are typically more stable. Poorly-graded soils are usually more permeable.	LL > 50 indicates soil with a higher potential to shrink and swell due to changing moisture content.  Silts have lower PI values, and behave like very fine sand; most silts also contain some clay. Behavior of clays is partly controlled by electrochemical forces and varies among the several clay minerals.
<b>Color</b>	<b>Relative Quantities</b>	<b>USDA Soil Classification</b>
Soil color sometimes indicates groundwater conditions, with subdued colors below the water table and mottled (mixed) colors in the zone of seasonal water table fluctuation. Color changes tend to be more prominent in fine-grained soils.	Estimated percentages in descriptions: <5% - Trace 5-10% - Traces 10-25% - Little 25-35% - Some 'And' - Approx. equal amounts 'Few' - <10% (cobbles and boulders)	USDA classifications are based on the relative amounts of sand, silt and clay in the soil fraction passing the #10 (2mm) sieve. 'Gravelly' indicates more than 15% of #10 to 3" size. 'Channery' indicates 15 to 35% thin flat pieces up to 6" long.



APPROXIMATE SOIL BORING LOCATIONS

OCTOBER 9, 2023

SHOWN ON A PARTIAL COPY OF DRAWING C-101A,  
BY MHE ENGINEERING, OF NEW WINDSOR, N.Y.,  
DATED MARCH 6, 2023



0	12/21/2023	KLP
REV.	DATE	BY

PROJECT NUMBER  
23319

TOWN OF NEWBURGH, N.Y.

NEW RECREATION CENTER AT CHADWICK LAKE

SOIL BORING LOCATIONS

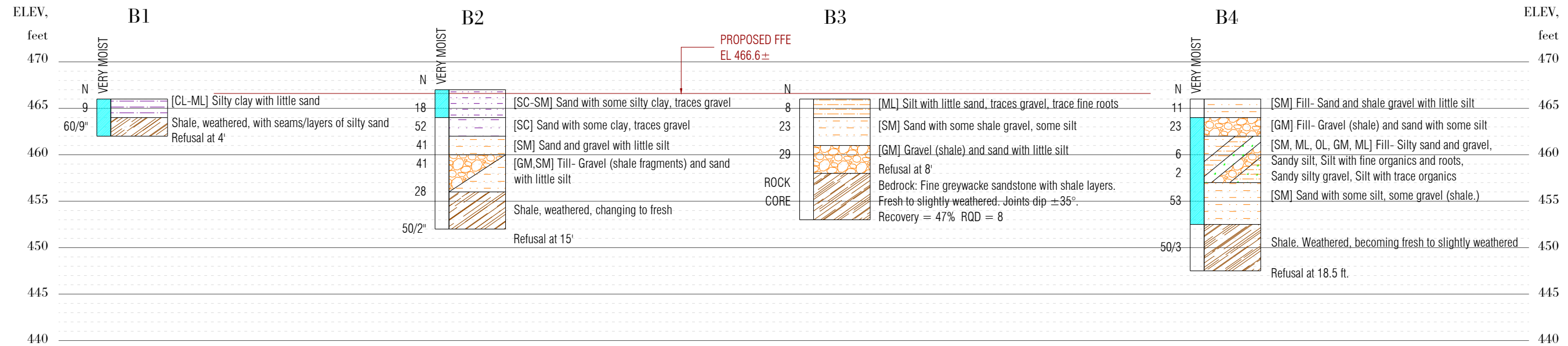
KEVIN L. PATTON, P.E.  
36 PATTON ROAD  
NEWBURGH, NY 12550  
845-275-7732  
PATTON@EOTECH.COM

## GENERALIZED SUBSURFACE PROFILE

NO HORIZONTAL SCALE.  
 USCS SOIL CLASSIFICATIONS ARE IN BRACKETS.

IN GENERAL, PURPLE PATTERNS INDICATE SOILS WITH A SIGNIFICANT CLAY CONTENT AND  
 ORANGE PATTERNS INDICATE SOILS WITH A SIGNIFICANT SILT CONTENT.

THESE SECTIONS ARE GENERALIZED REPRESENTATIONS OF THE SUBSURFACE PROFILE,  
 BASED ON THE SUBSURFACE EXPLORATION DATA, OBSERVATIONS, RESEARCH, AND OTHER  
 RELEVANT INFORMATION. THE SOILS INFORMATION PRESENTED HEREIN SHOULD BE  
 INTERPRETED IN CONJUNCTION WITH THE INFORMATION FROM THE BORING LOGS AND THE  
 GEOTECHNICAL INVESTIGATION REPORT. SITE CONDITIONS MAY DIFFER FROM THOSE  
 ENCOUNTERED AT THE BORING LOCATIONS.



TOWN OF NEWBURGH, N.Y.

NEW RECREATION CENTER AT CHADWICK LAKE

SUBSURFACE PROFILE

PROJECT NUMBER  
23319

REV.	DATE	BY
0	12/21/2023	KLP

<b>KEVIN L. PATTON, P.E.</b> <b>36 PATTON ROAD</b> <b>NEWBURGH, NY 12550</b> <b>PATTONGEOTECH.COM 845 275-7732</b>	CLIENT:	Town of Newburgh, N.Y.		
	PROJECT:	New Recreation Center		
	DATE:	10/9/2023	Project No.:	23319
	WEATHER:	Warren Patton		

**SOIL BORING LOG**

DRILLING COMPANY:	General Borings	LOCATION:	South side, east from center of proposed building	<b>BORING NO.</b>	<b>B1</b>
DRILLER AND HELPER:	John Weyant, Tommy McGovern	APPROX. ELEV.:	466		
HAMMER TYPE:	Automatic Hammer	WATER DEPTH:			
INSPECTOR:	Warren Patton				

Feet	SAMPLE			USCS SOIL CLASS	SPT TEST, BLOWS/6"				MOISTURE	DESCRIPTION	NOTES
	#	Type	Rec.		0-6	6-12	12-18	18-24			
0-2	S1	SS	5	CL-ML	4	4	5	4	Very Moist	Silty clay with little sand Pale orange-brown	PEN 2.3ksf
2-4	S2	SS	20	GM	5	10	50/3		Very Moist	Weathered shale with seams/layers of brown silty sand. Grey	Refusal 4'
5											
10											
15											
20											
25											
30											
35											
40											
45											

COMMENTS:			
DRILLING METHOD: HSA - Hollow-Stem Auger		MR - Mud-Rotary	
MEASUREMENTS IN FEET AND INCHES			
SAMPLE/TEST TYPES	SS - SPLIT SPOON	C - CORE	T - UNDISTURBED TUBE
	PEN - HAND PENETROMETER	TOR - TORVANE	V - VANE SHEAR
			AUG - AUGER CUTTINGS



<b>KEVIN L. PATTON, P.E.</b> <b>36 PATTON ROAD</b> <b>NEWBURGH, NY 12550</b> <b>PATTONGEOTECH.COM 845 275-7732</b>	CLIENT:	Town of Newburgh, N.Y.		
	PROJECT:	New Recreation Center		
	DATE:	10/9/2023	Project No.:	23319
	WEATHER:	Warren Patton		

**SOIL BORING LOG**

DRILLING COMPANY:	General Borings	LOCATION:	West side, south from center of proposed building	<b>BORING NO.</b>	<b>B2</b>
DRILLER AND HELPER:	John Weyant, Tommy McGovern	APPROX. ELEV.:	467		
HAMMER TYPE:	Automatic Hammer	WATER DEPTH:			
INSPECTOR:	Warren Patton				

Feet	SAMPLE			USCS SOIL CLASS	SPT TEST, BLOWS/6"				MOISTURE	DESCRIPTION	NOTES
	#	Type	Rec.		0-6	6-12	12-18	18-24			
1-3	S1	SS	10	SC-SM	8	8	10	6	Very Moist	Sand with some silty clay, traces gravel Olive brown	PEN 5.0ksf
3-5	S2	SS	16	SC	6	7	45	50/4	Moist	Sand with some clay, traces gravel. Cobble fragments. Olive/yellow brown, slight mottled	
5-7	S3	SS	18	SM	29	14	27	19	Moist	Sand and gravel (mostly shale frags.) with little silt. Moderate yellowish brown.	PEN 13ksf
7-9	S4	SS	21	GM	24	21	20	13	Moist	Till- Shale fragments and sand with little silt Olive brown	PEN 16ksf
10-12	S5	SS	21	SM, Rock	13	17	11	10	Moist	Till- Sand and gravel (shale fragments) with little silt. Olive brown, change at 11 feet to Brownish grey weathered shale.	
15-17	S6	SS	2	Rock	50/2				-	Shale, fresh to slightly weathered Grey	Refusal 15'
20											
25											
30											
35											
40											
45											

COMMENTS:			
DRILLING METHOD:	HSA - Hollow-Stem Auger	MR - Mud-Rotary	MEASUREMENTS IN FEET AND INCHES
SAMPLE/TEST TYPES	SS - SPLIT SPOON	C - CORE	T - UNDISTURBED TUBE
	PEN - HAND PENETROMETER	TOR - TORVANE	AUG - AUGER CUTTINGS
			V - VANE SHEAR

<b>KEVIN L. PATTON, P.E.</b> <b>36 PATTON ROAD</b> <b>NEWBURGH, NY 12550</b> <b>PATTONGEOTECH.COM 845 275-7732</b>	CLIENT:	Town of Newburgh, N.Y.		
	PROJECT:	New Recreation Center		
	DATE:	10/9/2023	Project No.:	23319
	WEATHER:	Warren Patton		

**SOIL BORING LOG**

DRILLING COMPANY:	General Borings	LOCATION:	NW corner of proposed building	<b>BORING NO.</b>	<b>B3</b>
DRILLER AND HELPER:	John Weyant, Tommy McGovern	APPROX. ELEV.:	466		
HAMMER TYPE:	Automatic Hammer	WATER DEPTH:			
INSPECTOR:	Warren Patton				

Feet	SAMPLE			USCS SOIL CLASS	SPT TEST, BLOWS/6"				MOISTURE	DESCRIPTION	NOTES
	#	Type	Rec.		0-6	6-12	12-18	18-24			
0-2	S1	SS	12	ML	1	3	5	11	Moist	Silt with little sand, traces gravel, trace fine roots. Brown, yellowish brown, mottled	
2-4	S2	SS	20	SM	10	6	17	16	Moist	Sand with some gravel (shale frags.), some silt Olive brown, slightly mottled	
5											
5-7	S3	SS	18	SM	8	15	14	50/4	Moist	Gravel (shale frags.) and sand with little silt Pale yellowish brown, slightly mottled	PEN 6ksf
8-13	Run 1	C	47%	Rock	-	-	-	-	-	Cored Bedrock, 8ft to 13ft. RQD = 8	Refusal 8'
10		C								Fine greywacke sandstone with shale layers.	
		C								Fresh, stained/slightly weathered on joints.	
		C								Bedding and most joints dip 31-38 degrees.	
		C								Gray, weathering to brown.	
15											
20											
25											
30											
35											
40											
45											

COMMENTS:			
DRILLING METHOD:	HSA - Hollow-Stem Auger	MR - Mud-Rotary	MEASUREMENTS IN FEET AND INCHES
SAMPLE/TEST TYPES	SS - SPLIT SPOON	C - CORE	T - UNDISTURBED TUBE
	PEN - HAND PENETROMETER	TOR - TORVANE	AUG - AUGER CUTTINGS
			V - VANE SHEAR

<b>KEVIN L. PATTON, P.E.</b> <b>36 PATTON ROAD</b> <b>NEWBURGH, NY 12550</b> <b>PATTONGEOTECH.COM 845 275-7732</b>	CLIENT:	Town of Newburgh, N.Y.		
	PROJECT:	New Recreation Center		
	DATE:	10/9/2023	Project No.:	23319
	WEATHER:	Warren Patton		

**SOIL BORING LOG**

DRILLING COMPANY:	General Borings	LOCATION:	West from NE corner of proposed building	<b>BORING NO.</b>	<b>B4</b>
DRILLER AND HELPER:	John Weyant, Tommy McGovern	APPROX. ELEV.:	464		
HAMMER TYPE:	Automatic Hammer	WATER DEPTH:			
INSPECTOR:	Warren Patton				

Feet	SAMPLE			USCS SOIL CLASS	SPT TEST, BLOWS/6"				MOISTURE	DESCRIPTION	NOTES
	#	Type	Rec.		0-6	6-12	12-18	18-24			
0-2	S1	SS	12	SM	1	5	6	5	Moist	Fill- Sand and gravel (shale fragments) with little silt Olive brown	
2-4	S2	SS	8	GM	8	9	14	7	Very Moist	Fill- Gravel (shale fragments) and sand with some silt. Olive brown.	
5											
5-7	S3	SS	8	SM, ML, OL	4	3	3	2	Very Moist	Fill- Sand and gravel w/little silt; Silt w/some sand, to Topsoil w/fine organics, fine roots.	Ol. brown, yellow-brown, dark brown.
7-9	S4	SS	4	GM, ML	3	1	1	1	Very Moist	Fill- Gravel (shale) w/some silt, little sand, Topsoil- Dk brown silt w/trace fine organics, some fine roots.	
10											
10-12	S5	SS	16	SM	16	25	28	20	Very Moist	Native soil. Sand with some silt, some gravel (shale fragments.) Moderate yellowish brown, slightly mottled.	PEN 11ksf
15											
15-17	S6	SS	8	-	48	50/3			-	Weathered shale Brownish grey	
18.5-20.5	S7	SS	1	-	50/1"				-	Shale- fresh to slightly weathered Grey	Refusal 18.5'
20											
25											
30											
35											
40											
45											

COMMENTS:			
DRILLING METHOD:	HSA - Hollow-Stem Auger	MR - Mud-Rotary	MEASUREMENTS IN FEET AND INCHES
SAMPLE/TEST TYPES	SS - SPLIT SPOON	C - CORE	T - UNDISTURBED TUBE
	PEN - HAND PENETROMETER	TOR - TORVANE	V - VANE SHEAR
			AUG - AUGER CUTTINGS

<b>KEVIN L. PATTON, P.E.</b> <b>36 PATTON ROAD</b> <b>NEWBURGH, N.Y. 12550</b> 845 275-7732    PATTONGEOTECH.COM	CLIENT:	Town of Newburgh, N.Y.		
	PROJECT:	New Recreation Center		
	PROJECT NO.	23319	DATE CORED:	10/9/2023

### ROCK CORE LOG

SURFACE ELEV.:	466 feet ±	TOTAL DEPTH:	13 feet	CORE SIZE:	BORING NO.	<b>B-3</b> PAGE 1 of 2
LOGGED BY:	Kevin Patton	DATE LOGGED:	12-10-2023	NX (2.0 inch.)		

Depth, ft.	Run No.	% Rec.	RQD	Fractures	Description
	---	---	---	---	Drilled through soil.
8-13	1	47	8	<p>Fractures and joints spaced 1" to 4.5", closer in shale beds. Fractures are mostly parallel, dipping 31 to 38 degrees, approximately parallel to the bedding.</p> <p>Fracture surfaces in the shale are irregular, medium hard; in sandstone (fewer) they are hard, approximately planar, with fine roughness. Fractures are stained to slightly weathered.</p>	<p>Fine greywacke sandstone with shale beds. Hard sandstone, shale beds medium-hard to slightly soft.</p> <p>8.0-8.2: Brown, slightly weathered fine greywacke            8.2-8.8: Gray fine greywacke            8.25 Shale bed, 0.1" thick            8.55 Shale bed, 0.5" thick            8.8-9.1: Shale            9.1-10.35: Gray fine greywacke            10.6 Shale bed, 0.2" thick            10.7 Shale bed, 0.4" thick            11.2 Shale bed, 0.1" thick            10.35-13: Missing</p>

% Rec: Percent Recovery, recovered length of core divided by length drilled.

RQD: Rock Quality Designation. The sum of the lengths of unbroken core sections at least four inches in length, divided by the length drilled.



Photograph of core, in a moistened condition, top end at left. Scale in decimal feet. Additional photographs are provided on the next page.

<b>KEVIN L. PATTON, P.E.</b> <b>36 PATTON ROAD</b> <b>NEWBURGH, N.Y. 12550</b> 845 275-7732    PATTONGEOTECH.COM	CLIENT:	Town of Newburgh, N.Y.		
	PROJECT:	New Recreation Center		
	PROJECT NO.	23319	23319	23319

### ROCK CORE LOG

SURFACE ELEV.:	466 feet ±	TOTAL DEPTH:	13 feet	CORE SIZE:	BORING NO.	<b>B-3</b> PAGE 2 of 2
LOGGED BY:	Kevin Patton	DATE LOGGED:	12-10-2023	NX (2.0 inch.)		



Natural joint surfaces in the core, the left joint in a shale bed and the right joint in greywacke sandstone (partly moistened.)



A section of the core, split longitudinally, moistened. Fine laminations are visible in the fine greywacke. At the top end the rock is stained brown, but it is not significantly weathered. The rock had high splitting resistance, and split on a curved surface, which makes the dip of the laminations appear to be shallower than it actually is.

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**NEWBURGH, NY 12550**  
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CLIENT:	Town of Newburgh, N.Y.		
PROJECT:	New Recreation Center		
PROJECT No.:	23319	SAMPLE LOT No.:	231009-1
DATE SAMPLED:	10/9/2023	DATE TESTED:	10/16/2023
SAMPLED BY:	Warren Patton	TESTED BY:	Wyeth Patton

<b>MOISTURE CONTENT OF SOIL</b>
TEST METHOD: ASTM D2216

SAMPLE NO.	DEPTH, FT.	% MOISTURE
B1 S1	1	17.9
B1 S2	3	8.4
B2 S1	2	11.6
B2 S3	6	9.4
B2 S4	8	8.5
B2 S6	16	3.5
B3 S1	1	17.0
B3 S2	3	10.2
B4 S1	1	10.8
B4 S2	3	10.0
B4 S3	6	14.6
B4 S4	8	19.3
B4 S6	16	5.1

Moisture content is expressed as a percent of the dry mass of the soil.

Reviewed by: *Kevin Patton*

Form NMC

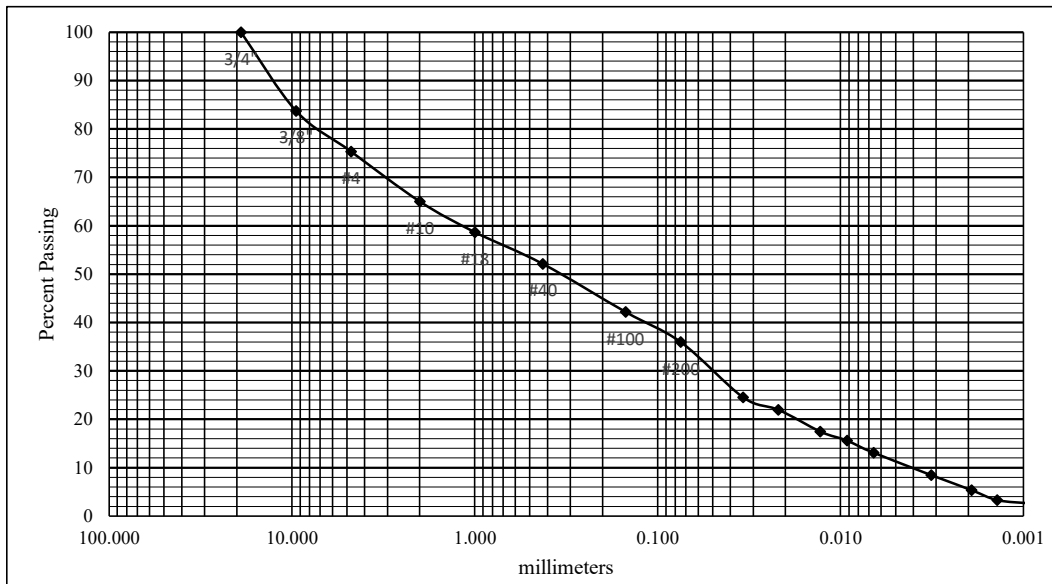
**KEVIN L. PATTON, P.E.**  
**36 PATTON ROAD**  
**NEWBURGH, NY 12550**  
**845 275-7732    PATTONGEOTECH.COM**

CLIENT:	Town of Newburgh, N.Y.		
PROJECT:	New Recreation Center		
PROJECT No.:	23319	SAMPLE LOT No.:	231009-1
DATE SAMPLED:	10/13/2023	DATE TESTED:	10/13/2023
SAMPLED BY:	Warren Patton	TESTED BY:	Wyeth Patton

<b>SIEVE-AND-HYDROMETER ANALYSIS TEST REPORT</b>
TEST METHOD(S): ASTM D422, AASHTO T88

<b>Sample Location</b>	B2-S2
<b>Depth</b>	4 feet

Sieve Size		Percent Retained	Percent Passing	Specification
inches	mm			
3/4"	19.0	0	100	
3/8"	9.5	16	84	
#4	4.75	9	75	
#10	2.00	10	65	
#18	1.00	6	59	
#40	0.425	7	52	
#100	0.150	10	42	
#200	0.075	6	36	
Hydrometer Analysis	0.050	6	30	
	0.020	9	21	
	0.010	5	16	
	0.005	5	11	
	0.002	5	6	
	0.001	3	3	



<b>USDA Particle Size Classification:</b>	<b>USDA Textural Class:</b> Very Gravelly Sandy Loam
Gravel, 3" to 2.00mm: 35	<b>USCS Classification (ASTM D2487/D2488):</b> SC, Clayey Sand with Gravel
Sand, 2.00 to 0.050mm: 35	
Silt, 0.050 to 0.002mm: 24	Atterberg Limits were determined by: Test
Clay, <0.002mm: 6	
Total: 100	

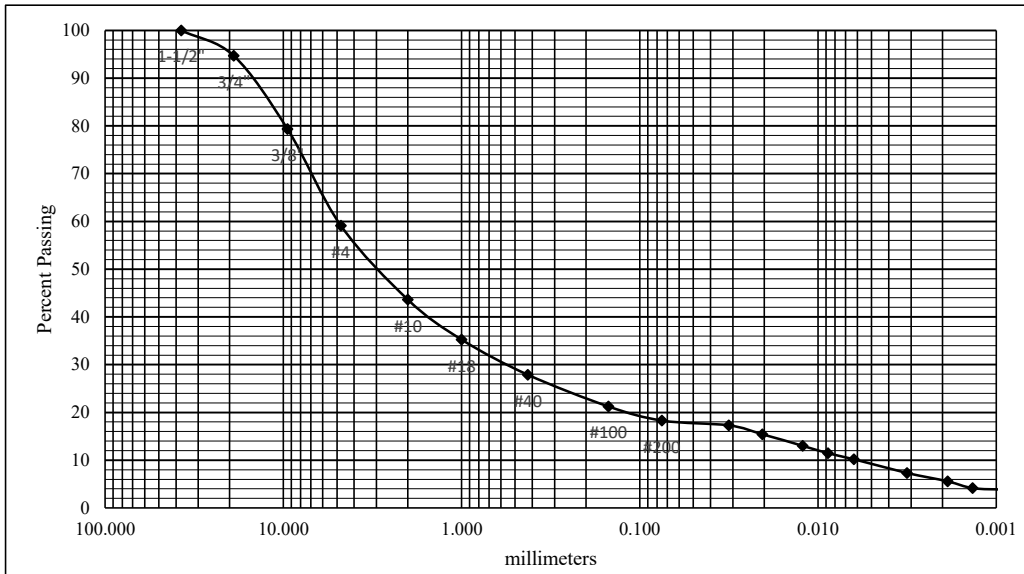
**KEVIN L. PATTON, P.E.**  
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**NEWBURGH, NY 12550**  
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CLIENT:	Town of Newburgh, N.Y.		
PROJECT:	New Recreation Center		
PROJECT No.:	23319	SAMPLE LOT No.:	231009-1
DATE SAMPLED:	10/13/2023	DATE TESTED:	10/13/2023
SAMPLED BY:	Warren Patton	TESTED BY:	Wyeth Patton

**SIEVE-AND-HYDROMETER ANALYSIS TEST REPORT**  
TEST METHOD(s): ASTM D422, AASHTO T88

<b>Sample Location</b>	B2-S5
<b>Depth</b>	11 feet

Sieve Size		Percent Retained	Percent Passing	Specification
inches	mm			
1-1/2"	37.5	0	100	
3/4"	19.0	5	95	
3/8"	9.5	16	79	
#4	4.75	20	59	
#10	2.00	15	44	
#18	1.00	9	35	
#40	0.425	7	28	
#100	0.150	7	21	
#200	0.075	3	18	
Hydrometer Analysis	0.050	0	18	
	0.020	3	15	
	0.010	3	12	
	0.005	3	9	
	0.002	3	6	
	0.001	2	4	



<b>USDA Particle Size Classification:</b>		<b>USDA Textural Class:</b> Very Gravelly Sandy Loam
Gravel, 3" to 2.00mm	56	<b>USCS Classification (ASTM D2487/D2488):</b> SM, Silty Sand with Gravel
Sand, 2.00 to 0.050mm:	26	
Silt, 0.050 to 0.002mm:	12	
Clay, <0.002mm	6	
Total	100	Atterberg Limits were determined by: Estimated (ASTM D2488)



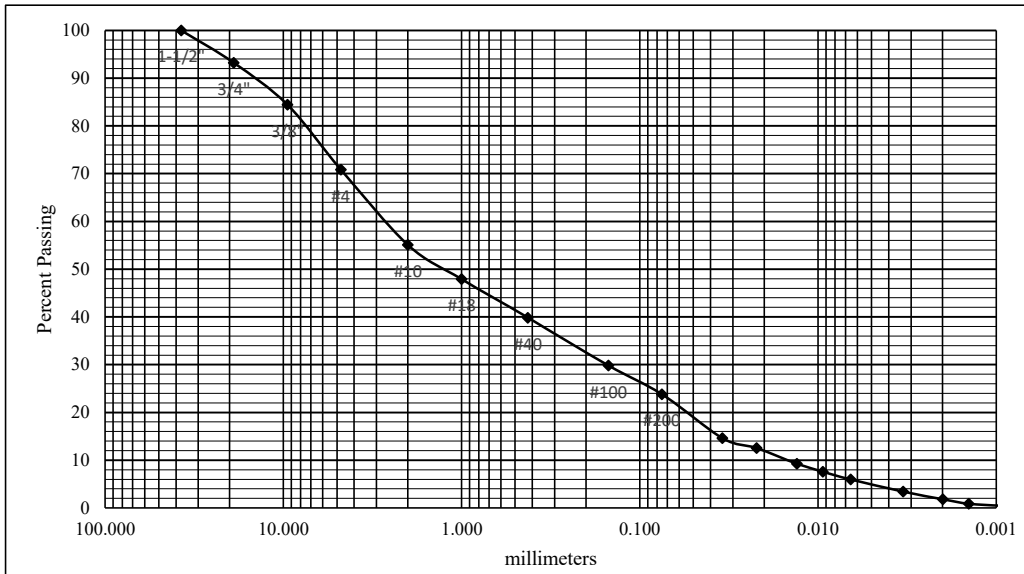
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CLIENT:	Town of Newburgh, N.Y.		
PROJECT:	New Recreation Center		
PROJECT No.:	23319	SAMPLE LOT No.:	231009-1
DATE SAMPLED:	10/9/2023	DATE TESTED:	10/13/2023
SAMPLED BY:	Warren Patton	TESTED BY:	Wyeth Patton

**SIEVE-AND-HYDROMETER ANALYSIS TEST REPORT**  
TEST METHOD(s): ASTM D422, AASHTO T88

<b>Sample Location</b>	B3-S3
<b>Depth</b>	6 feet

Sieve Size		Percent Retained	Percent Passing	Specification
inches	mm			
1-1/2"	37.5	0	100	
3/4"	19.0	7	93	
3/8"	9.5	9	84	
#4	4.75	13	71	
#10	2.00	16	55	
#18	1.00	7	48	
#40	0.425	8	40	
#100	0.150	10	30	
#200	0.075	6	24	
Hydrometer Analysis	0.050	5	19	
	0.020	7	12	
	0.010	4	8	
	0.005	3	5	
	0.002	3	2	
	0.001	1	1	



<b>USDA Particle Size Classification:</b>		<b>USDA Textural Class:</b> Very Gravelly Sandy Loam
Gravel, 3\" to 2.00mm	45	<b>USCS Classification (ASTM D2487/D2488):</b> SM, Silty Sand with Gravel
Sand, 2.00 to 0.050mm:	36	
Silt, 0.050 to 0.002mm:	17	
Clay, <0.002mm	2	
Total	100	Atterberg Limits were determined by: Estimated (ASTM D2488)

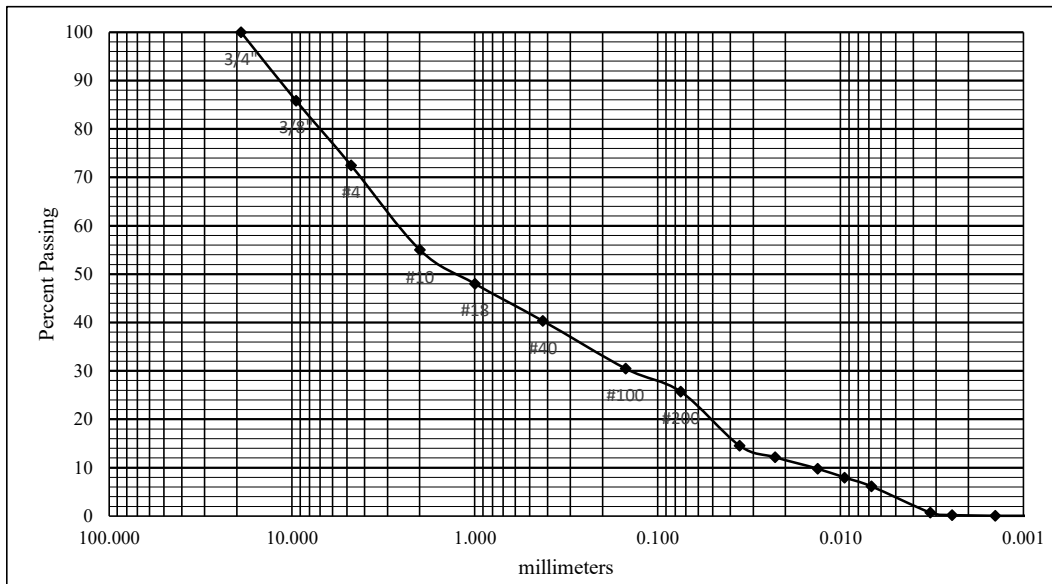
**KEVIN L. PATTON, P.E.**  
**36 PATTON ROAD**  
**NEWBURGH, NY 12550**  
**845 275-7732 PATTONGEOTECH.COM**

CLIENT:	Town of Newbrgh, N.Y.		
PROJECT:	New Recreation Center		
PROJECT No.:	23319	SAMPLE LOT No.:	231009-1
DATE SAMPLED:	10/13/2023	DATE TESTED:	10/16/2023
SAMPLED BY:	Warren Patton	TESTED BY:	Wyeth Patton

**SIEVE-AND-HYDROMETER ANALYSIS TEST REPORT**  
TEST METHOD(S): ASTM D422, AASHTO T88

<b>Sample Location</b>	B4-S5
<b>Depth</b>	11 feet

Sieve Size		Percent Retained	Percent Passing	Specification
inches	mm			
3/4"	19.0	0	100	
3/8"	9.5	14	86	
#4	4.75	13	73	
#10	2.00	18	55	
#18	1.00	7	48	
#40	0.425	8	40	
#100	0.150	10	30	
#200	0.075	4	26	
Hydrometer Analysis	0.050	6	20	
	0.020	8	12	
	0.010	4	8	
	0.005	4	4	
	0.002	4	0	
	0.001	0	0	



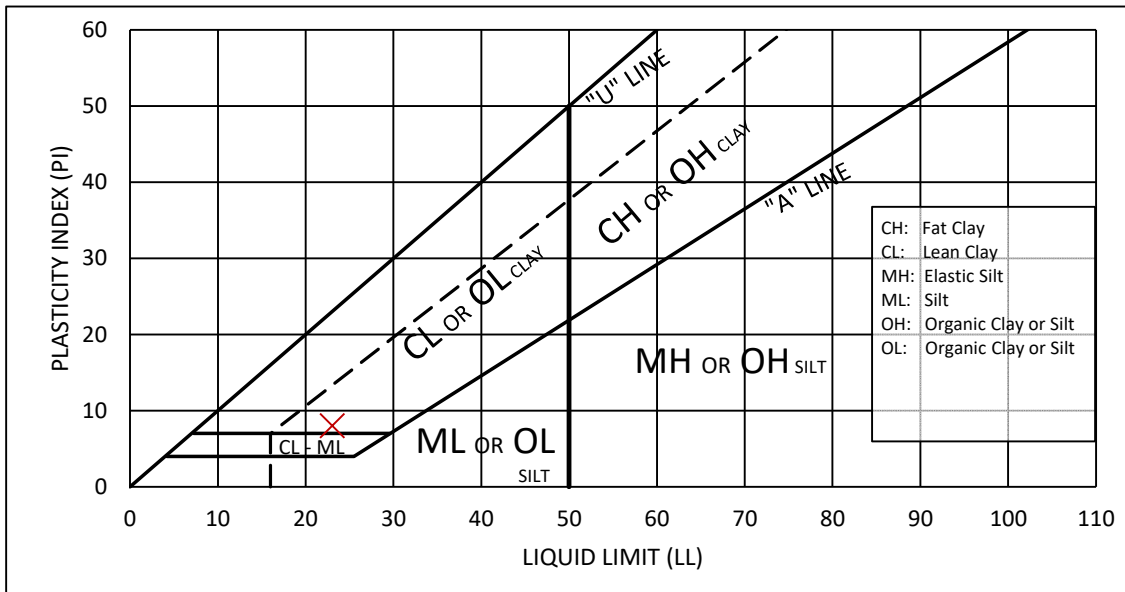
<b>USDA Particle Size Classification:</b>	<b>USDA Textural Class:</b> Very Gravelly Sandy Loam
Gravel, 3" to 2.00mm: 45	<b>USCS Classification (ASTM D2487/D2488):</b> SM, Silty Clayey Sand with Gravel
Sand, 2.00 to 0.050mm: 35	
Silt, 0.050 to 0.002mm: 20	Atterberg Limits were determined by: Test
Clay, <0.002mm: 0	
Total: 100	

**KEVIN L. PATTON, P.E.**  
**36 PATTON ROAD**  
**NEWBURGH, NY 12550**  
**845 275-7732 PATTONGEOTECH.COM**

CLIENT:	Town of Newburgh, N.Y.		
PROJECT:	New Recreation Center		
PROJECT No.:	23319	SAMPLE LOT No.:	231009-1
DATE SAMPLED:	10/9/2023	DATE TESTED:	10/16/2023
SAMPLED BY:	Warren Patton	TESTED BY:	Wyeth Patton

<b>ATTERBERG LIMITS TEST</b>
TEST METHODS: ASTM D4318/ AASHTO T89, T90

<b>Sample Location</b>	B2-S2
<b>Depth</b>	4 feet
Percent Passing #40	52
<b>Liquid Limit (LL)</b>	<b>23</b>
<b>Plastic Limit (PL)</b>	<b>15</b>
<b>Plasticity Index (PI)</b>	<b>8</b>
USCS Class of -#40	CL, Lean Clay



LL, PL and PI values are percent moisture of the soil by dry mass.

Test is performed on the 'matrix' fraction of the soil, finer than the #40 (0.425mm) sieve.

The Liquid Limit is the moisture content at which the matrix fraction of the soil changes from a stiff to a flowing consistency. The plastic limit is the moisture content at which it changes from cohesive to crumbly. The Plasticity Index is the Liquid Limit minus the Plastic Limit.

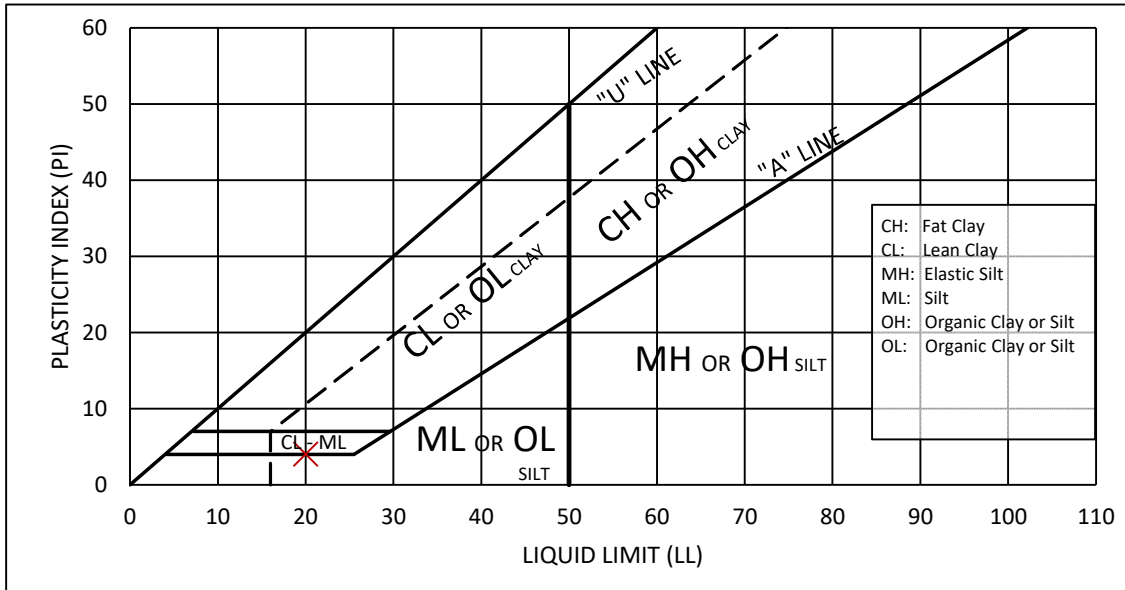
Reviewed by: *Kevin Patton*

**KEVIN L. PATTON, P.E.**  
**36 PATTON ROAD**  
**NEWBURGH, NY 12550**  
**845 275-7732 PATTONGEOTECH.COM**

CLIENT:	Town of Newburgh, N.Y.		
PROJECT:	New Recreation Center		
PROJECT No.:	23319	SAMPLE LOT No.:	231009-1
DATE SAMPLED:	10/9/2023	DATE TESTED:	10/16/2023
SAMPLED BY:	Wyeth Patton	TESTED BY:	Wyeth Patton

<b>ATTERBERG LIMITS TEST</b>
TEST METHODS: ASTM D4318/ AASHTO T89, T90

<b>Sample Location</b>	B4-S5
<b>Depth</b>	11 feet
Percent Passing #40	40
<b>Liquid Limit (LL)</b>	<b>20</b>
<b>Plastic Limit (PL)</b>	<b>16</b>
<b>Plasticity Index (PI)</b>	<b>4</b>
USCS Class of -#40	ML, Silt



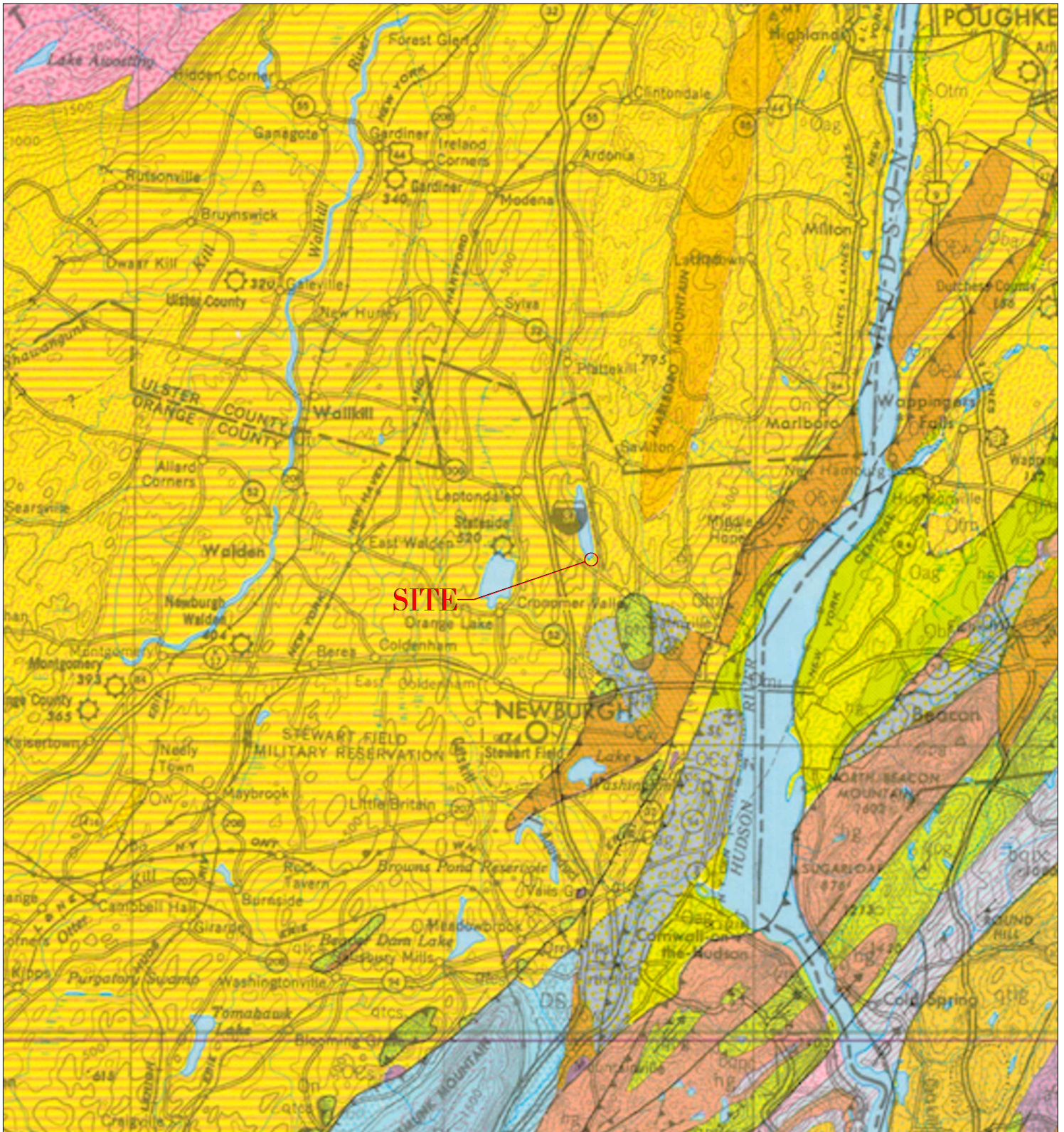
LL, PL and PI values are percent moisture of the soil by dry mass.

Test is performed on the 'matrix' fraction of the soil, finer than the #40 (0.425mm) sieve.

The Liquid Limit is the moisture content at which the matrix fraction of the soil changes from a stiff to a flowing consistency. The plastic limit is the moisture content at which it changes from cohesive to crumbly. The Plasticity Index is the Liquid Limit minus the Plastic Limit.

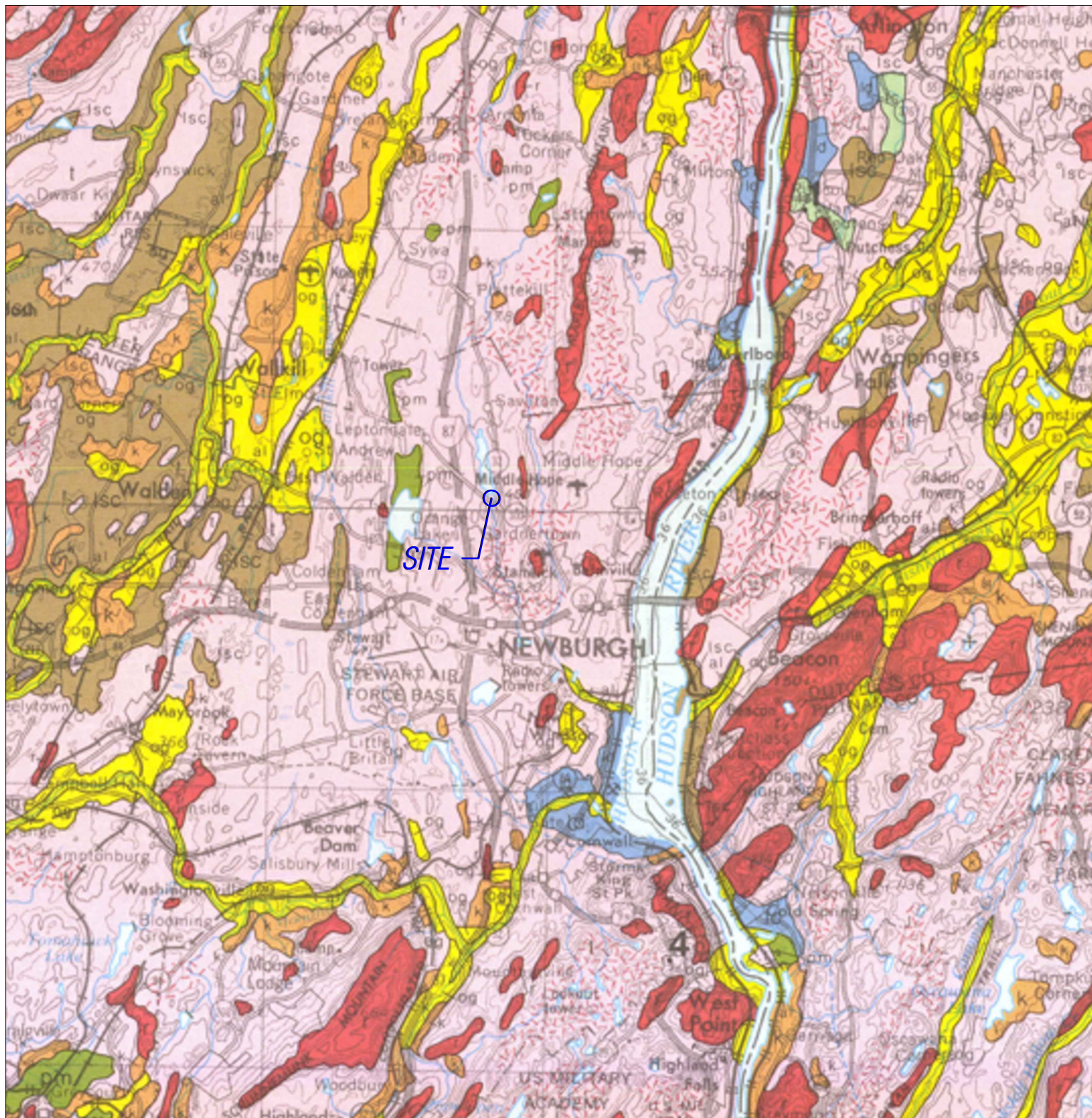
Reviewed by: *Kevin Patton*

BEDROCK GEOLOGIC MAP



Approximate location of the project site, shown on part of the Bedrock Geologic Map of New York (1970.) The site is on the east side of a wide belt of Ordovician-age sedimentary bedrock consisting mostly of gray siltstone, shale and greywacke sandstone. The bedrock at the site is shown as Normanskill Formation (yellow with red stripes, symbol On,) which is the oldest member of this Ordovician sequence, changing immediately to the east to the similar, younger Austin Glen Formation (yellow, symbol Oag. The youngest member of this series is the Quassaic quartzite (orange, Oqu.) Isolated erosional remnants of older granitic gneiss, thrust into place over the younger shale during the Taconic Orogeny, are mapped in spotted green, symbol 'qtcs,' at Cronomer Hill and to its southwest. Wappinger dolostone was thrust into place along with the gneiss, and is mapped to the southeast of it, in brown, symbol OCw. Deep soil deposits cover the areas mapped as 'Q'.

### SURFICIAL GEOLOGIC MAP



Approximate location of the project site, shown on a partial copy of the Surficial Geologic Map of New York (N.Y. State Museum, 1989.) The map indicates that the soils at and near the site are glacial till, shown in pink with the symbol 't.' A red stipple pattern is added to the till in areas where bedrock is generally within three to ten feet of the surface. Areas where bedrock is mostly exposed or very shallow are indicated by red.

**KEVIN L. PATTON, P.E.**

# EXPLANATION



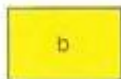
## al – Recent deposits

Generally confined to floodplains within a valley, oxidized, non-calcareous, fine sand to gravel, in larger valleys may be overlain by silt, subject to frequent flooding, thickness 1-10 meters.



## alf – Alluvial fan

Generally confined to floodplains within a valley, oxidized, non-calcareous, fine sand to gravel, in larger valleys may be overlain by silt, subject to frequent flooding, thickness 1-10 meters.



## b – Beach

Sand and gravel deposit at marine shoreline, thickness variable



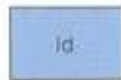
## bi – Barrier Island

Sand and gravel deposit as barrier island, south shore of Long Island, may have associated dunes, thickness variable.



## pm – Swamp deposits

Peat-muck, organic silt and sand in poorly drained areas, un-oxidized, may be overlying marl and lake silts, potential land instability, thickness generally 2-20 meters.



## ld – Lacustrine delta

Coarse to fine gravel and sand, stratified, generally well sorted, deposited at a lake shoreline, thickness variable (up to 100 meters)



## isc – Lacustrine silt and clay

Generally laminated silt and clay, deposited in proglacial lakes, generally calcareous, potential land instability, thickness variable (up to 100 meters)



## ls – Lacustrine sand

Sand deposits associated with large bodies of water, generally a near-shore deposit or near a sand source, well sorted, stratified, generally quartz sand, thickness variable (2-20 meters)



## og – Outwash sand and gravel

Coarse to fine gravel with sand, proglacial fluvial deposition, well rounded and stratified, generally finer texture away from ice border, thickness variable (2-20 meters)



## fg – Fluvial sand and gravel

Deposits of sand and gravel, occasional laterally continuous lenses of silt, deposition farther from glacier, age uncertain.



## k – Kame deposits

Includes kames, eskers, kame terraces, kame deltas, coarse to fine gravel and/or sand, deposition adjacent to ice, lateral variability in sorting, coarseness and thickness, locally firmly cemented with calcareous cement, thickness variable (10-30 meters)



## km – Kame moraine

Variable texture (size and sorting) from boulders to sand, deposition at an ice margin during deglaciation, positive constructional relief, locally cemented with calcareous cement, thickness variable (10-30 meters).



## tm – Till moraine

More variable sorted than till, generally more permeable than till, deposition adjacent to ice, more variably drained, may include ablation till, thickness variable (10-30 meters).



## t - Till

Variable texture (e.g. clay, silt-clay, boulder clay), usually poorly sorted diamict, deposition beneath glacier ice, relatively impermeable (loamy matrix), variable clast content – ranging from abundant well-rounded diverse lithologies in valley tills to relatively angular, more limited lithologies in upland tills, tends to be sandy in areas underlain by gneiss or sandstone, potential land instability on steep slopes, thickness variable (1-50 meters).



## af – Artificial fill



## r – Bedrock

Exposed or generally within 1 meter of surface.



## Bedrock stipple overprint

Bedrock may be within 1-3 meters of surface, may sporadically crop out, variable mantle of rock debris and glacial till.

## MAP SYMBOLS

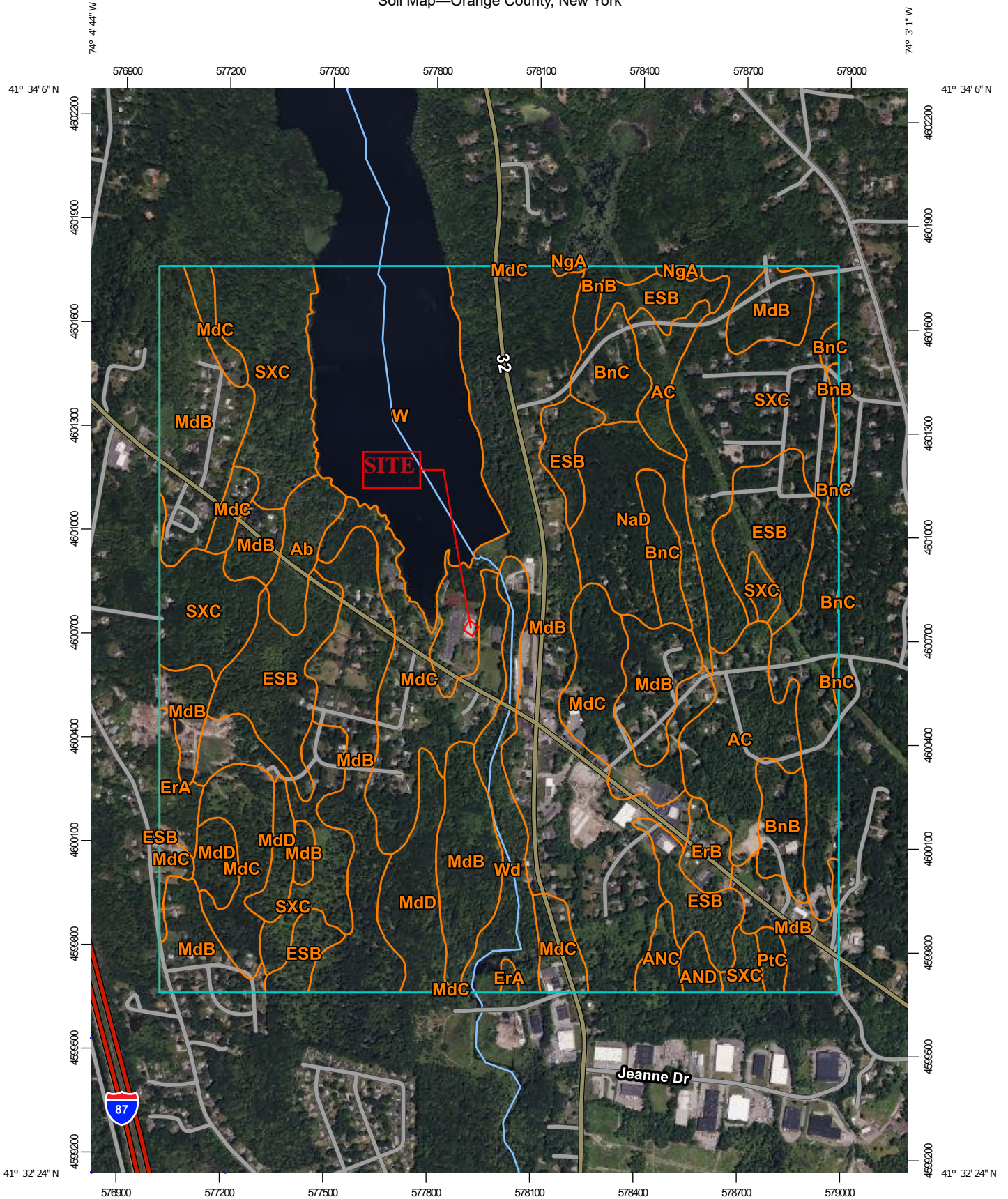


Contact

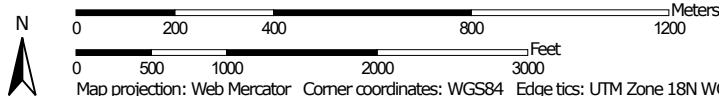
.3

Dated radiocarbon locality

Soil Map—Orange County, New York



Map Scale: 1:15,300 if printed on A portrait (8.5" x 11") sheet.

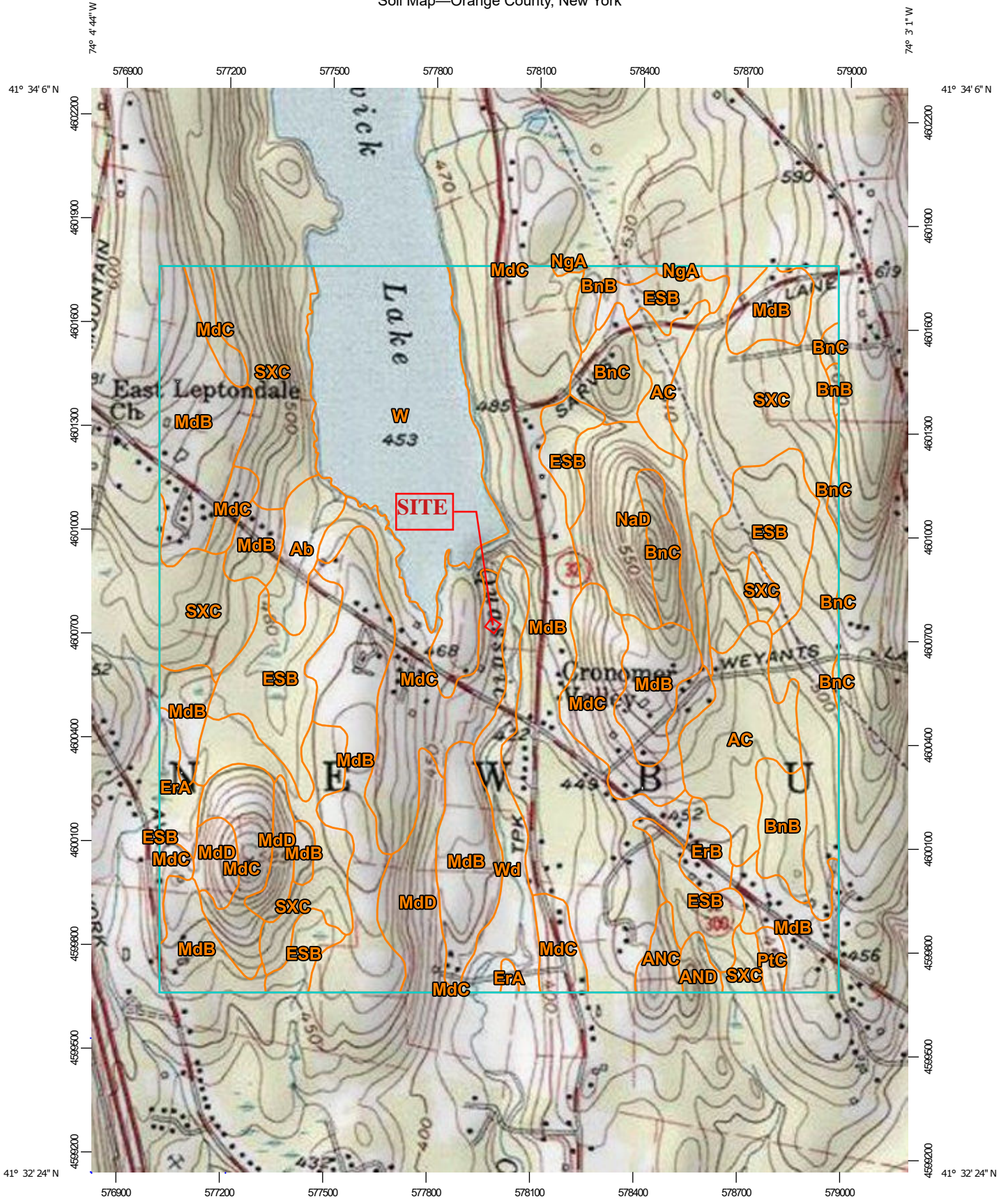


Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84





Soil Map—Orange County, New York



Map Scale: 1:15,300 if printed on A portrait (8.5" x 11") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84



## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)




















### Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

### Background

 Topographic Map

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Orange County, New York  
 Survey Area Data: Version 24, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ab	Alden silt loam	13.0	1.3%
AC	Alden extremely stony soils	43.9	4.3%
ANC	Arnot-Lordstown complex, sloping, rocky	5.6	0.5%
AND	Arnot-Lordstown complex, steep, rocky	3.8	0.4%
BnB	Bath-Nassau channery silt loams, 3 to 8 percent slopes	17.5	1.7%
BnC	Bath-Nassau channery silt loams, 8 to 15 percent slopes	24.4	2.4%
ErA	Erie gravelly silt loam, 0 to 3 percent slopes	8.8	0.9%
ErB	Erie gravelly silt loam, 3 to 8 percent slopes	7.1	0.7%
ESB	Erie extremely stony soils, gently sloping	87.5	8.5%
MdB	Mardin gravelly silt loam, 3 to 8 percent slopes	322.7	31.4%
MdC	Mardin gravelly silt loam, 8 to 15 percent slopes	113.4	11.0%
MdD	Mardin gravelly silt loam, 15 to 25 percent slopes	34.0	3.3%
NaD	Nassau channery silt loam, 15 to 25 percent slopes	34.9	3.4%
NgA	Natchaug and Wawayanda soils, 0 to 2 percent slopes	1.4	0.1%
PtC	Pittsfield gravelly loam, 8 to 15 percent slopes	3.2	0.3%
SXC	Swartswood and Mardin soils, sloping, very stony	185.7	18.1%
W	Water	91.7	8.9%
Wd	Wayland soils complex, non- calcareous substratum, 0 to 3 percent slopes, frequently flooded	27.8	2.7%
<b>Totals for Area of Interest</b>		<b>1,026.4</b>	<b>100.0%</b>

## Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

*Hydrologic soil group* is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

*Group A.* Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

*Group B.* Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

*Group C.* Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

*Group D.* Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

*Depth* to the upper and lower boundaries of each layer is indicated.

*Texture* is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

*Classification* of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

*Percentage of rock fragments* larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

*Percentage (of soil particles) passing designated sieves* is the percentage of the soil fraction less than 3 inches in diameter based on an oven-dry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

*Liquid limit and plasticity index* (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

## Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk "\*" denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties--Orange County, New York														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number--				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	
MdC--Mardin gravelly silt loam, 8 to 15 percent slopes														
Mardin	85	D	0-8	Channery silt loam, silt loam, gravelly silt loam, channery loam	MH, GC-GM, ML	A-2-4, A-7-5, A-4	0- 0- 3	0- 4- 19	43-70-90	41-68-90	33-62-89	28-54-82	27-35-56	6-9 -16
			8-15	Flaggy silt loam, silt loam, channery loam, gravelly silt loam, loam, gravelly loam, channery silt loam	GC-GM, CL	A-6, A-2-4, A-4	0- 0- 3	0- 4- 18	44-71-91	41-69-90	34-61-88	28-54-81	22-27-38	6-9 -15
			15-20	Gravelly silt loam, loam, gravelly loam, channery silt loam, channery loam, silt loam	CL-ML, GM, CL	A-2-4, A-4, A-6	0- 0- 3	0- 4- 18	46-72-91	43-71-91	34-63-88	26-51-77	17-23-32	2-7 -12
			20-72	Very flaggy loam, very channery loam, channery silt loam, gravelly loam, very channery silt loam, channery loam, gravelly silt loam, very flaggy silt loam	GM, CL	A-6, A-1-b	0- 3- 17	3- 6- 40	33-74-82	30-73-81	23-63-80	18-55-73	16-28-35	2-12-17

## Data Source Information

Soil Survey Area: Orange County, New York  
 Survey Area Data: Version 24, Sep 6, 2023