

**BID SPECIFICATIONS FOR**

**RFB-DCB-01-26**

**Oakley Street Housing Support Center**



**COUNTY OF DUTCHESS  
NEW YORK**

**BIDS DUE:**

**February 27, 2026  
at 11:00am**

**Submit bids to:**

Chris Sterbenz, Contract Specialist  
County of Dutchess Department of Public Works  
626 Dutchess Turnpike  
Poughkeepsie, NY 12603

**Sue Serino  
County Executive**

**Robert H. Balkind, P.E.  
Commissioner of Public Works**

**RFB-DCB-01-26**  
**OAKLEY STREET HOUSING SUPPORT CENTER**

BIDDER'S SUBMISSION INCLUDES

CHECK	DESCRIPTION
	BID BOND
	SIGNED AND FILLED OUT BID PROPOSAL FORM
	NON-COLLUSIVE BIDDING PAGES
	SIGNED LABOR STANDARDS & APPRENTICESHIP
	NYS DOL CONTRACTOR REGISTRATION CERTIFICATE
	CONTRACTOR QUALIFICATIONS INFORMATION
	STATEMENT OF UNDERSTANDING OF INDEMNIFICATION AND INSURANCE REQUIREMENTS
	M/WBE FORMS
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# UPDATE:

## NYS Department of Labor Contractor and Subcontractor Registry

**Starting December 30, 2024, ALL contractors and subcontractors** submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#).

The registry is now available:

Website: <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

## Bidding Requirements

Notice to Bidders

Invitation to Bid

Instructions to Bidders

Supplementary Instructions to Bidders

## **NOTICE TO BIDDERS-RFB-DCB-01-26**

NAME OF PROJECT: Oakley Street Housing Support Center

Project Description: The conversion of existing building to a housing support center, work including selective demolition, reconstruction, alterations to electrical, plumbing, HVAC systems, and ADA/code compliance of existing building.

The County of Dutchess official bid documents for this project are obtained from the Empire State Purchasing Group's Regional Bid Notification System at [www.bidnetdirect.com/new-york/county-of-dutchess](http://www.bidnetdirect.com/new-york/county-of-dutchess). Copies of bidding documents obtained from any other source are not considered official copies. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date. You may obtain an official copy by registering on the Empire State Regional Bid Notification System at [www.bidnetdirect.com/new-york/county-of-dutchess](http://www.bidnetdirect.com/new-york/county-of-dutchess) or by using the link provided at [www.dutchessny.gov](http://www.dutchessny.gov), selecting "Government" then selecting "Bidding and RFP Opportunities." For those without Internet access, you may obtain an electronic copy of bidding documents by contacting the Dutchess County Department of Public Works at [dpwcontracts@dutchessny.gov](mailto:dpwcontracts@dutchessny.gov), or in person, Monday through Friday, 8 am to 4 pm: Dutchess County DPW, Business Office, 1st Floor, 626 Dutchess Turnpike, Poughkeepsie, NY 12603.

Upon request, all interested parties may review the hard copy of the Bid Specifications and Drawings by visiting the above referenced address.

**All Addenda will be posted on BidNet Direct (aka Empire State Purchasing Group) site.**

Bids for the above project will be received by:  
Christopher Sterbenz, Contract Specialist  
Dutchess County Department of Public Works (DPW)  
626 Dutchess Turnpike-1<sup>st</sup> Floor  
Poughkeepsie, NY 12603

on or before 11:00AM **Friday, February 27, 2026**, and at that time publicly opened and read aloud. Bids received after that time will not be accepted. All interested parties are invited to attend. The bid opening for this solicitation may also be attended through Microsoft Teams Audio Conferencing. Anyone who wishes to hear bids read aloud via Teams, will need to call into the phone number listed below. We ask that you call in at least three minutes prior to bid due/time to ensure you are connected properly. All call-ins will be asked to identify themselves by name and organization.

### **Join Microsoft Teams Meeting**

+1 516-268-4602 United States, Hempstead (Toll)  
Conference ID: 960 202 43#

Each bid shall be submitted as one paper original and one electronic flash drive copy and be accompanied by Bid Security (bid bond, certified check, official bank check) or a Letter of Credit (in a form agreeable to Dutchess County) in the amount of 10% of the bid amount. Bidders' security will be retained until the successful bidder has signed the Owner-Contractor Agreement and the County has finalized the Agreement.

Each bid with Bid Security shall be enclosed in a sealed envelope bearing the name of the Project, Name of the Bidder, and the date and hour of the bid opening, which must be visible upon delivery.

Questions will be accepted by the close of business Friday February 20, 2026 and emailed to Christopher Sterbenz at [dpwcontracts@dutchessny.gov](mailto:dpwcontracts@dutchessny.gov) with the County's response published in Addenda prior to 48 hours before the bid opening date.

The anticipated start of construction is April 13, 2026; the anticipated substantial completion date is May 30, 2027. Failure to meet these dates may result in liquidated damages.

This project may be subject to NYS Department of Labor Prevailing Wage Rates PRC #: 2026000467

**Starting December 30, 2024: NYSDOL Contractor and Subcontractor registry requirements.**

View Bid Specifications regarding APPRENTICESHIP PROGRAM, if applicable, and NYSDOL Contractor Registry requirements.

The County reserves the right to waive irregularities in bids and in bidding and to reject any or all proposals.



4.2 Bidders are required to furnish insurance documentation, as detailed in the Article 11 of the General Conditions, within five (5) days from date of the Notice of Award. Failure to do so will give the County the option to deem the bidder non-responsive and the County may seek the next lowest bidder. Failure to submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.

#### 5.0 BIDDING REQUIREMENTS

A pre-bid meeting will occur at 26 Oakley, Poughkeepsie, NY 12601 on Friday February 6, 2026 at 9:00 AM to review the scope of the work. **It is strongly recommended that all prospective bidders attend this meeting.**

5.1 Each bid must be submitted in *one paper original and one electronic copy* and shall be enclosed in a sealed envelope bearing the name of the **Project**, name of the **Bidder**, name of the **Trade** and the **date and hour of the Bid Opening**.

5.2 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.3 The County reserves the right to waive irregularities in bids and in bidding and to reject any or all proposals.

End of Section 00200

## INSTRUCTIONS TO BIDDERS

### PROJECT:

**Oakley Street Housing Support Center**

### PROJECT OWNER:

Dutchess County Department of Public Works  
626 Dutchess Turnpike  
Poughkeepsie, NY 12603  
Tel. (845) 486-2925

Sealed bids for **RFB-DCB-01-26 Oakley Street Housing Support Center** will be received by the Dutchess County Department of Public Works, at 626 Dutchess Turnpike, 1<sup>st</sup> Floor, Poughkeepsie, New York, 12603 until **Friday, February 27, 2026 at 11:00AM**, then publicly opened and read aloud. The successful Bidder, whose bid shall be subject to the approval of the Project Owner as to form and sufficiency, will be required to furnish bonds and insurance documentation as indicated below.

The successful Bidder shall provide a Performance and Payment/Labor & Material bonds in the amount indicated in the Notice of Award (100% of the contract amount) with the signed Contract and insurance, after approval of the Bonds. The date on the bonds shall be the contract start date.

The Successful Bidder will be required to enter into a formal contract agreement with the County of Dutchess. Bidders must acknowledge the insurance requirements by signing the "Statement of Understanding of Indemnification and Insurance Requirements". Insurance certificates must be submitted and approved by Dutchess County before the contract can be fully executed. **Any inquiry regarding the contract and insurance requirements must be submitted in accordance with the section titled QUESTIONS.**

The successful Bidder shall furnish the insurance documentation listed below with the signed Agreement within seven (7) business days from the date of receipt of the Agreement.

At all times during the term of this Agreement, the Contractor and his subcontractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- I) Worker's Compensation.** Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:
  - a. a certificate of insurance on a Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, OR
  - b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 for Form SI-105.2P).
    - If the workers compensation Notice of Compliance is used instead of the Acord Certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, is provided and must indicate that prior to cancellation or material change of the policy, a thirty (30) day notice shall be given to the Certificate Holder.
  - c. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption form NYS Workers' Compensation Board, Form CE-200.

- d. A Certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

**II) Commercial General Liability**

- a. Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability
- c. The County, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, must be listed as additional insured and include Waiver of Subrogation covering the County, Architect, and Construction Manager.
- d. The additional insured endorsement for the Commercial General Liability Insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

**III) Automobile Liability**

- a. Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.
- b. This insurance shall include coverage for bodily injury and property damage.
- c. The County, HHAC, OTDA and DASNY, as well as Architect and Construction Manager, must be listed as additional insured and include Waiver of Subrogation covering the County, Architect and Construction Manager.

**IV) Excess/Umbrella Liability**

- a. With limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.
- b. The County, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, must be listed/included as additional insured.
- c. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager.

**V) [Subsection Not Applicable]**

**VI) The Acord Form certificate of insurance must contain the following provisions:**

- a. The County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, must be listed as certificate holder and additional insured on the commercial general, umbrella/excess and automobile liability policies.
- b. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- c. The commercial general and automobile policies are primary and noncontributory.

- d. The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County the Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager.
- e. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager.
- f. If the workers compensation Notice of Compliance is used instead of the Acord certificate of Insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, is provided.

**VII) Certificate Holder (the Owner) And Additional Insured (the Owner, HHAC, OTDA, DASNY, the Architect, and the Construction Manager) Shall Be Named As:**

- a. The Owner: County of Dutchess  
22 Market Street  
Poughkeepsie, NY 12601
- b. HHAC: Homeless Housing and Assistance Corporation  
40 North Pearl Street  
Albany, NY 12243
- c. OTDA: Office of Temporary and Disability Assistance  
40 N. Pearl Street  
Albany, NY 12207
- d. DASNY: Dormitory Authority of the State of New York  
515 Broadway  
Albany, NY 12207
- e. The Architect: Tinkelman Architecture PLLC  
33 Arlington Avenue  
Poughkeepsie, NY 12603
- f. The Construction Manager: Arris Contracting Company, Inc.  
189 Smith Street  
Poughkeepsie, NY 12601

**VIII) All policies of insurance referred to above**

- a. Shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- of better.
  - i) In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.
- b. In addition, every policy required above shall be primary and noncontributory.
- c. Any insurance carried by the County, its officers, or its employees, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, shall be excess and noncontributory insurance to that provided by the Contractor.
- d. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

- e. Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

**IX) Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:**

County Office Building  
Attn: Dutchess County Attorney  
22 Market Street  
Poughkeepsie, NY 12601

- a. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense of liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify and material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County.
  - i) Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.
- b. All losses of County property shall be adjusted with and made payable directly to the County.
- c. All Certificates of insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.
- d. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

## **ARTICLE 1 - BIDDING DOCUMENTS**

### **§ 1.1 COPIES**

Bidders shall use complete sets of Bidding Documents in preparing Bids; the Project Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### **§ 1.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

**§ 1.2.1** Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Project Owner at least five business days prior to the date for receipt of Bids.

**§ 1.2.2** Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### **§ 1.3 SUBSTITUTIONS / EQUIVALENT PRODUCTS**

§ 1.3.1 The materials, products and equipment described In the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution/equivalent product.

§ 1.3.2 No equivalent product will be considered prior to receipt of bids unless written request for approval has been received by the Project Owner at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Project Owner's decision of approval or disapproval of a proposed substitution shall be final.

§ 1.3.3 If the Project Owner approves a proposed equivalent product prior to receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

## § 1.4 ADDENDA

§ 1.4.1 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 1.4.2 Addenda will be transmitted no later than twenty-four (24) hours prior to the date for receipt of Bids except an Addendum withdrawing or postponing the Bid opening.

§ 1.4.3 Upon receipt of any and all Addenda, each Bidder shall confirm that he has received the Addenda issued by making note on the bid form where indicated.

## ARTICLE 2 - BIDDING PROCEDURES

### § 2.1 PREPARATION OF BIDS

§ 2.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 2.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 2.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 2.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 2.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 2.1.6 Each copy of the Bid shall state the legal name of the Bidder Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### § 2.2 BID SECURITY

§ 2.2.1 Each Bid shall be accompanied by bid security (**Bid Bond, Certified Check or Official Bank Check made payable to the Dutchess County Commissioner of Finance**) or a letter of credit (in a form agreeable to Dutchess County) in the amount of 10% of the Bid amount. The Bidder pledges to enter into an Agreement with the Project Owner on the terms stated in the Bidding Documents and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract, fail to furnish such bonds, or fail to furnish acceptable insurance documentation, the bid security shall be forfeited to the Project Owner. The

bid security shall not be forfeited to the Project Owner in the event the Project Owner fails to comply with Section 4.2 in the *Instructions to Bidders*.

§ 2.2.2 The bid bond shall be written in a form acceptable to the Project Owner, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 2.2.3 The Project Owner will return all bid security to the Bidders upon one of the following occurrences: (a) there is a fully-executed numbered Agreement between the Project Owner and successful bidder in place, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

§ 2.2.4 Bidder accepts all of the terms and conditions of the *Notice to Bidders* and *Instructions to Bidders*, including without limitation those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Award of contract will be made by the Project Owner to the lowest responsible Bidder meeting the requirements of the Project Owner and will be made within one hundred twenty (120) days after the opening of the bids.

### § 2.3 SUBMISSION OF BIDS

§ 2.3.1 All copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Project Owner and shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed opaque envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 2.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 2.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 2.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 2.3.5 The following documents must be returned as a complete Bid in accordance with the Bidding Documents:

- **Completed Bid Proposal Form**
- **Bid Bond, Certified Check, Official Bank Check or Letter of Credit for 10 percent (10%) of the total bid, made payable to the Dutchess County Commissioner of Finance.**
- **Non-Collusive Bidding Certification**
- **Signed Labor Standards**
- **NYS DOL Contractor and Subcontractor Registration Certificate**
- **Completed Contractors Qualifications Information**
- **Statement of Understanding of Indemnification and Insurance Requirements**

### § 2.4 MODIFICATION OR WITHDRAWAL OF BID

§ 2.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder within one hundred twenty (120) days after the Bid opening.

§ 2.4.2 Prior to the time and date designated for receipt of Bids, the bidder or his agent may modify or withdraw the bid.

§ 2.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## **ARTICLE 3 - CONSIDERATION OF BIDS**

### **§ 3.1 REJECTION OF BIDS**

The Project Owner shall have the right to reject any or all Bids. A Bid not accompanied by the required bid security, other required documents, or is in any way incomplete or irregular is subject to rejection.

### **§ 3.2 ACCEPTANCE OF BID (AWARD)**

It is the intent of the Project Owner to award an Agreement to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Project Owner shall have the right to waive informalities and irregularities in a Bid and to accept the Bid which, in the Project Owner's judgment, is in the Project Owner's best interest.

## **ARTICLE 4 - POST-BID INFORMATION**

### **§ 4.1 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidders to whom an award of an Agreement is under consideration shall submit to the Project Owner, upon request, any information that will assist the Project Owner in determining the qualifications or character of the Bidder, including the status of prior or current projects, contact information for the Project Owners and/or stakeholders of such projects, and legal claims or actions, on-going or settled, relating to such projects.

### **§ 4.2 PROJECT OWNER'S FINANCIAL CAPABILITY**

The Project Owner shall, at the request of the Bidder to whom award of an Agreement is under consideration, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Project Owner's obligations under the Agreement within five (5) business days from receipt of the request. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Project Owner and Contractor.

## 1-DIVISION 00: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Pursuant to General Municipal Law §101(5), on a “Wicks exempt” project (i.e., where a PLA is in use) the General Contractor is required to submit with its bid, the names of the subcontractors it intends to use to perform the following work on the contract, as well as the agreed-upon amount to be paid to each:

- Plumbing and gas fitting;
- Steam heating, hot water heating, ventilating and air conditioning apparatus; and
- Electric wiring and standard illumination fixtures.

The list of these Wicks subcontractors is to be submitted in a separate sealed envelope when completing the procuring agency’s separate “Bidder’s Identification of Subcontractors” Form” for any subcontractor intended to be used in any of the three trades listed above. [Note: If a bidding general contractor intends to use its own forces for any of the above listed work, bidders should submit a signed statement to that effect and obtain appropriate prior approvals. This can clearly have other ramifications (e.g., impact on your M/WBE utilization goals under NYC Local Law 129).]

Significantly, failure to submit the completed subcontractor approval form, including the production of names of the subcontractors and the agreed upon amounts to be paid to each, will cause the GC’s bid to be deemed non-responsive.

At bid opening, after the low bid is announced, the sealed list submitted by the low bidder will be opened and the names of the subcontractors will be publicly announced. The sealed list of subcontractors that were submitted by all other bidders should be maintained by the agency, and remain unopened, unless such bidder should become the low bidder due to the elimination of the initial low bidder for unrelated reasons. All unopened lists of subcontractors shall be returned to the original bidders, unopened, after the contract is eventually awarded. It should be noted that, after bid opening, any change of subcontractors or agreed-upon amounts shall require prior approval of the relevant agency following the showing of “legitimate construction need,” which shall include, but not be limited to: (1) a change in project specifications, (2) a change in project material costs, (3) a change in project subcontractor status as determined pursuant to §222 (2)(e) of the Labor law (current apprenticeship program); or (4) if the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

# Bid Forms

Bid Form

Labor Standards Notice

Statement of Understanding – Indemnity and Insurance Requirements

Sample Bid Bond

Performance Bond Information Form

Insurance Information Form

Contractor's Qualification Statement

M/WBE and EEO Policies and Forms

SECTION 00300 - BID FORM for Single prime General Construction (GC) Contract-1

FOR: Oakley Street Housing Support Center

OWNER: Dutchess County

MAIL BIDS TO: Department of Public Works  
626 Dutchess Turnpike  
Poughkeepsie, New York 12603

FROM

Name of Bidder	Bid Opening Date
Street	
City, State, Zip Code	
Telephone	
Fax No.	
Email	

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within one hundred twenty (120) days after the opening of the bids. When award is made, the successful Bidder's collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than one hundred twenty (120) days after the opening of the bid, all Bidders' collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged):

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- D. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- E. BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.

4. BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

**A. BASE BID:**

The Work of Project is defined by the Contract Documents and consists of the following:

The conversion of existing building to a housing support center, work including selective demolition, reconstruction, alterations to electrical, plumbing, HVAC systems, and ADA/code compliance of existing building.

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

\_\_\_\_\_  
 Insert Company Name

hereby propose to furnish all labor, supplies, materials, and equipment for Single prime General Construction (GC) Contract-1 CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled Oakley Street Housing Support Center:, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**B. ALLOWANCE(S)**

The following cash allowance is to be included in the Base Bid:

ALLOWANCE GC-1: **Contingency Allowance**

GC-1: Contractor shall include a contingency allowance of \$250,000.00 for use according to the Owner's Instructions.

ALLOWANCE GC-2: **VAT Floor Tile/Mastic Removal**

GC-2: in addition to the base bid demolition work identified on the drawing the Contractor shall include in their base bid an allowance of 100 sf for additional VAT floor tile/mastic removal, in accordance with the ACM report, drawings and specifications.

ALLOWANCE GC-3: **Moisture Mitigation System**

GC-3: in addition to the base bid work identified on the drawings the Contractor shall include in their base bid an allowance of 1,000 sf for additional moisture mitigation system.

ALLOWANCE GC-4: **Rock Removal**

GC-4: in addition to the base bid work for site / civil work identified on the drawings the Contractor shall include in their base bid an allowance of 50 cubic yards of additional rock removal.

ALLOWANCE GC-5: **Replacement of Unsuitable Soils**

GC-5: in addition to the base bid work for site / civil identified on the drawings the Contractor shall include in their base bid an allowance of 500 cubic yards of additional soil replacement.

ALLOWANCE GC-6: **Replacement of Cat6 Tell/Comm Cable Above Ceiling**

GC-6: in addition to the base bid work identified on the drawings the Contractor shall include in their base bid an allowance of 1,000 linear foot of additional Cat6 / TellComm cabling above the ceiling.

C. ALTERNATES — Not Applicable

D. UNIT PRICES

UNIT PRICE GC No. 1 - **Abatement of ACM Floor Tile & Mastic (VAT)**

a. Description: Removal of ACM floor tile & mastic as indicated within the ACM report, drawings & specifications.

b. Unit of Measurement: per square foot

1. Quantity allowance: Coordinate unit price with allowance adjustment requirements in Section -012100 "Allowances." The Unit Price total is:

\_\_\_\_\_ Dollars / per square foot (\$ \_\_\_\_\_/SF)

The base bid may be increased or decreased by Change Order based upon documented field conditions. The square foot unit price indicated above shall be utilized to adjust the contract sum. There shall be NO MINIMUM NOR MAXIMUM quantity to which this dollar value shall be applied.

UNIT PRICE GC No. 2 - **Abatement of 2'x2' section of Joint Compound and Contaminated Gypsum Wall Board (GWB)**

a. Description: Removal of 2 foot by 2 foot section of contaminated gypsum wall board (GWB) for penetrations.

b. Unit of Measurement: each

\_\_\_\_\_ Dollars / each (\$ \_\_\_\_\_/EA)

The base bid may be increased or decreased by Change Order based upon documented field conditions. The unit price indicated above shall be utilized to adjust the contract sum. There shall be NO MINIMUM NOR MAXIMUM quantity to which this dollar value shall be applied.

UNIT PRICE GC No. 3 - **Moisture Mitigation System**

a. Description: Moisture Mitigation implementation

b. Unit of Measurement: per square foot

1. Quantity allowance: Coordinate unit price with allowance adjustment requirements in Section -012100 "Allowances." The Unit Price total is:

\_\_\_\_\_ Dollars / per square foot (\$ \_\_\_\_\_/SF)

The base bid may be increased or decreased by Change Order based upon documented field conditions. The square foot unit price indicated above shall be utilized to adjust the contract sum. There shall be NO MINIMUM NOR MAXIMUM quantity to which this dollar value shall be applied.

UNIT PRICE GC No. 4 - **Rock Removal**

- a. Description: Rock removal within site / civil scope
- b. Unit of Measurement: per cubic yard

- 1. Quantity allowance: Coordinate unit price with allowance adjustment requirements in Section -012100 "Allowances." The Unit Price total is:

\_\_\_\_\_ Dollars / per cubic yard (\$ \_\_\_\_\_ /CY)

The base bid may be increased or decreased by Change Order based upon documented field conditions. The cubic yard unit price indicated above shall be utilized to adjust the contract sum. There shall be NO MINIMUM NOR MAXIMUM quantity to which this dollar value shall be applied.

UNIT PRICE GC No. 5 - **Replacement of Unsuitable Soils**

- a. Description: Removal and replacement of unsuitable soils
- b. Unit of Measurement: per cubic yard

- 1. Quantity allowance: Coordinate unit price with allowance adjustment requirements in Section -012100 "Allowances." The Unit Price total is:

\_\_\_\_\_ Dollars / per cubic yard (\$ \_\_\_\_\_ /CY)

The base bid may be increased or decreased by Change Order based upon documented field conditions. The cubic yard unit price indicated above shall be utilized to adjust the contract sum. There shall be NO MINIMUM NOR MAXIMUM quantity to which this dollar value shall be applied.

UNIT PRICE GC No. 6 - **Cat6 Tell/Comm Cable Above Ceiling**

- a. Description: Provide and Install new Cat6 cabling above ceiling
- b. Unit of Measurement: per linear foot

- 1. Quantity allowance: Coordinate unit price with allowance adjustment requirements in Section -012100 "Allowances." The Unit Price total is:

\_\_\_\_\_ Dollars / per linear foot (\$ \_\_\_\_\_ /LF)

The base bid may be increased or decreased by Change Order based upon documented field conditions. The linear foot unit price indicated above shall be utilized to adjust the contract sum. There shall be NO MINIMUM NOR MAXIMUM quantity to which this dollar value shall be applied.

- 5. BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
- 6. BIDDER agrees that the Work will be complete in accordance with the Project Master Schedule attached to the Owner/Contractor Agreement.

**7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY**

The bidder certifies, under penalty of perjury, that it has it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of

work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor Law.

**1. NON-COLLUSION CERTIFICATION**

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury 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 to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION**

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury 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 to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

Bid submitted by: Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Fax #: \_\_\_\_\_

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

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

**If BIDDER is an INDIVIDUAL**

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print or type individual's name, & title if applicable)

Doing Business As: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**If BIDDER is a PARTNERSHIP**

\_\_\_\_\_  
(print or type firm name)

By: \_\_\_\_\_  
(signature of general partner)

\_\_\_\_\_  
(print or type partner's name & title)

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

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**If BIDDER is a CORPORATION**

\_\_\_\_\_  
(print or type the Corporation's name)

\_\_\_\_\_  
(state of incorporation)

By:

\_\_\_\_\_  
(signature of president or vice-president, see Instructions to Bidders)

\_\_\_\_\_  
(print or type name & title) (Corporate Seal)

Attest (by corporate secretary or assistant secretary):

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name & title)

Business Address:

\_\_\_\_\_

\_\_\_\_\_

Phone No.:

\_\_\_\_\_

Fax No.:

\_\_\_\_\_

**If BIDDER is a JOINT VENTURE**

\_\_\_\_\_  
(print or type firm name of joint venture)

\_\_\_\_\_  
(signature) (name & title)

Business Address:

\_\_\_\_\_

\_\_\_\_\_

Phone No.:

\_\_\_\_\_

Email:

\_\_\_\_\_

\_\_\_\_\_  
(signature) (name & title)

Business Address:

\_\_\_\_\_

Phone No.:

\_\_\_\_\_

Email:

\_\_\_\_\_

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

END OF SECTION 00300

**LABOR STANDARDS NOTICE**

I, Robert H. Balkind, P.E., Commissioner of the Department of Public Works, Dutchess County, New York, pursuant to Section 220 of the Labor Law of the State of New York, does hereby determine that the following is the schedule of wages and supplements to be paid for the following trades or occupations in connection with **Oakley Street Housing Support Center**.

Section 220 of the Labor Law, as amended, 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 public works 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 pension 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 the employees.

Section 220 of the Labor Law, as amended, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality...". The amount of 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 additional supplements. The Contractor shall provide statutory benefits for disability benefits, workers' compensation, unemployment insurance and social security.

**REQUIRED 10 HOUR TRAINING**

All laborers, workers and mechanics employed by a contractor, subcontractor or other person doing or contracting to do the whole or part of the work, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA) that is at least then ten (10) hours in duration for all contracts for construction, reconstruction, maintenance and/or repair of public work in excess of two hundred and fifty thousand dollars (\$250,000.00). This requirement is pursuant to NYS Labor Law Section 220-h. Rules and regulations available on the NYSDOL website.

**APPRENTICESHIP PROGRAMS**

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a discreet contract or sub-contract value in excess of \$250,000.00, and certain bridge construction contracts in excess of \$500,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with NYS Department of Labor in accordance with Article 23 of the Labor Law. This policy shall not apply to any Construction Contracts utilizing federal, state, county, or other funding assistance to the extent the terms of such funding assistance precludes the application of this policy and shall not apply to any Construction Contract where another governmental entity is also a signatory to the contract, or to an intermunicipal agreement relating to the contract, unless such other entity agrees to be bound by the provisions of this policy.

**ENFORCEMENT OF LABOR LAW SECTION 220**

In addition to any enforcement actions taken by the Federal or the New York State Departments of Labor, the Dutchess County District Attorney's Office shall pursue enforcement of violations of New York State Labor Law Section 220, conviction of which is punishable by fine or imprisonment, or both. This LABOR STANDARDS NOTICE MUST be returned to the Project Owner attached to the Bid. Failure to submit the signed notice may result in a bid being deemed incomplete and rejected. All Contractors and subcontractors shall provide NYSDOL Public Work Contractor Certificate of Registration.

**ACCEPTANCE OF NOTICE**

In preparing the attached bid, I (we) have read, understand and acknowledge this LABOR STANDARDS NOTICE and if awarded this bid, I (we) shall comply with all Federal, State and Local wage and labor requirements, including Section 220 of the Labor Law, and the Dutchess County Procurement Policy.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATEMENT OF UNDERSTANDING OF  
INDEMNIFICATION AND INSURANCE REQUIREMENTS  
FOR  
RFB-DCB-01-26**

I (We) have read the Indemnification and Insurance requirements cited in the subject Sample Agreement Articles 8 and 9 of the Request for Bids or Proposals and understand the obligations thereof. These requirements have been reviewed with our insurance agent and/or legal counsel and it was determined that the Indemnification and Insurance requirements are acceptable. Upon receipt of a designation from the County of Dutchess to perform the services described in the subject RFB or RFP, I (we) intend to enter into an agreement with the County of Dutchess that will include the Indemnification and Insurance requirements as stated within the RFB or RFP.

Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Authorized Official Submitting Proposal: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

**THIS COMPLETED FORM MUST BE INCLUDED WITH YOUR PROPOSAL**

**BID BOND**

---

**Bond No: xxxxxxxx**

**CONTRACTOR:**

*(Name, legal status and address)*

XXXXXXXXXXXXXXXXXXXX

Address

City, State, Zip

**SURETY:**

*(Name, Legal status and principal place of business)*

XXXXXXXXXXXXXXXXXXXX

Address

City, State, Zip

**OWNER:**

*(Name, legal status and address)*

Dutchess County Department of Public Works

22 Market St

Poughkeepsie, NY 12601

**BOND AMOUNT: XXXXXXXXXXXXXXXXXXXXXXXX**

**PROJECT:**

*(Name, Location or address and Project number, if any)*

RFB-DCX-xx-xx Project Title

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a Subcontractor's bid to a Contractor, the term Contractor I this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

---

Signed and sealed this xxxxxx day of xxxxxxxxxxxxxxxxxxxx, 20xx

Company Name: xxxxxxxxxxxxxxxxxxxxxxxx

\_\_\_\_\_  
*(Principal) Print Name (seal)*

\_\_\_\_\_  
*(Title)*

Surety Name: xxxxxxxxxxxxxxxxxxxxxxxx

\_\_\_\_\_  
*(Surety) name (seal)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Witness)*

Sample

\_\_\_\_\_

**ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION**

STATE OF )  
COUNTY OF ) SS

On this ..... day of ....., ..... before me personally appeared  
..... to be known, who, being by me duly sworn, did dispose and  
say; that he/she resides at ..... that he/she is the .....  
..... of ..... the corporation described in and which executed the within  
insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate  
seal; that is was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like  
order.

**ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM**

STATE OF )  
COUNTY OF ) SS

On this ..... day of ....., ..... before me personally appeared  
..... to me know to be (the individual) (one of the firm  
of .....), described in and who executed the within instrument and he/she  
thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

**ACKNOWLEDGEMENT OF SURETY COMPANY**

STATE OF )  
COUNTY OF ) SS

On this ....., before me personally came .....  
to me known, who, being by me duly sworn, did depose and say; that he/she resides in  
.....; that he/she is the Attorney-In-Fact of the  
..... the corporation described in which  
Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such  
corporate seal; that is was so affixed by the Board of Directors of said corporation; and that  
He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of  
Insurance of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to  
..... his/her certificate of qualification evidencing the qualification of said Company  
and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and  
approving it as such; and that such certificate has not been revoked.

.....  
Notary Public

XXXXXXXXXX XXXXXXXX INSURANCE COMPANY

XXXXXXX, STATE

Financial Statement, xxxxxx xx, 20xx

Statutory Basis

ASSETS

U.S. Governmental Bonds	\$xxxxxxx.xx
Bonds of Other Governments	\$xxxxxxx.xx
State, County Municipal	
Miscellaneous Bonds	\$xxxxxxx.xx
Stocks	\$xxxxxxx.xx
Short Term Investments	<u>\$xxxxxxx.xx</u>
	<u>\$xxxxxxx.xx</u>
Real Estate	\$xxxxxxx.xx
Cash	\$xxxxxxx.xx
Agents' Balances (under 90 Day)	\$xxxxxxx.xx
Other Invested Assets	\$xxxxxxx.xx
	<u>\$xxxxxxxxxxx.xx</u>
Miscellaneous	<u>\$xxxxxxx.xx</u>
Total Admitted Assets	<u>\$xxxxxxx.xx</u>
	<u>\$xxxxxxxxxxx.xx</u>

LIABILITIES

Reserve for Claims	
and Claim Expense	\$xxxxxxx.xx
Reserve for Unearned Premiums	\$xxxxxxx.xx
Reserve for Taxes, License	
and Fees	\$xxxxxxx.xx
Miscellaneous Liabilities	<u>\$xxxxxxx.xx</u>
Total Liabilities	<u>\$xxxxxxx.xx</u>
Capital Paid In	\$xxxxxxx.xx
Surplus	<u>\$xxxxxxx.xx</u>
Surplus as regards Policy Holders	
Total Liabilities, Capital	
and Surplus	

STATE OF XXXXXXXXX )  
COUNTY OF XXXXXXXXX )  
CITY OF XXXXXXXXXXXX )

Xxxxxxxx, Title and xxxxxxxx, Title of the xxxxxxxxxxxx Insurance Company, being duly sworn, each  
deposes  
and say that the foregoing is a true and correct statement of the said company's financial condition as of  
xxxx, xx, 20xx.

Subscribed and sworn to before me  
this xxx day of xxxxxx 20xx.

SEAL

\_\_\_\_\_  
Name & title

\_\_\_\_\_  
XXXXXXX  
Notary Public

\_\_\_\_\_  
Name & Title

SECTION 00485 - PERFORMANCE BOND INFORMATION FORM

(To be completed and submitted with Bid Forms by all Bidders.)

Project Location \_\_\_\_\_

Name of Contact \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

Bonding Company or Person Issuing Security Bond \_\_\_\_\_

Address \_\_\_\_\_

Bonding Company Agent \_\_\_\_\_

Address \_\_\_\_\_

Amount of Bond\*      \$ Contract Price As Awarded

Duration of Bond\*      One Year After Date of Final Payment

Identification Number of Bond Assigned When Bond is Furnished

\*      Amount and duration of bond are in accordance with the General Conditions and any applicable Supplementary Conditions.

END OF SECTION 00485

SECTION 00490 - INSURANCE INFORMATION FORM

(To be completed and submitted with Bid Forms by all Bidders.)

Project Location \_\_\_\_\_

Name of Contact \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

Insurance Company or Companies Issuing Project Insurance \_\_\_\_\_

Address \_\_\_\_\_

Insurance Company Agent \_\_\_\_\_

Address \_\_\_\_\_

\* Amounts of insurance are in accordance with the General Conditions and must be approved by the Dutchess County Director of Risk Management.

\*\* Bidders are required to furnish said insurance documentation within five (5) days from date of the Notice of Award letter. Failure to do so will give the County the option to deem the bidder non-responsive and the County may seek the next lowest bidder. Failure to submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.

\*\*\* See attached *Sample Insurance*.

END OF SECTION 00490



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> _____ <b>FAX (A/C. No):</b> _____ <b>E-MAIL ADDRESS:</b> _____  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: right; border: none;"><b>NAIC #</b></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>		
<b>INSURED</b>	<b>INSURER A :</b> _____ <b>INSURER B :</b> _____ <b>INSURER C :</b> _____ <b>INSURER D :</b> _____ <b>INSURER E :</b> _____ <b>INSURER F :</b> _____		

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$		
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">WC STATU-TORY LIMITS</td> <td style="width: 50%; border: none;">OTH-ER</td> </tr> </table> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	WC STATU-TORY LIMITS	OTH-ER
WC STATU-TORY LIMITS	OTH-ER								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

_____	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
-------	---

## CONTRACTOR QUALIFICATION INFORMATION

Company Name _____	Corporation	( )
Address _____	Partnership	( )
_____	Individual	( )
_____	Joint Venture	( )
	Other	( )

Name of Project:       **Oakley Street Housing Support Center**  
                                  **BID NO. RFB-DCB-01-26**

### **1.0 BIDDER'S QUALIFICATION**

**Bidders shall provide references evidencing successful completion of at least three projects of similar scope and type of work within the last five years. Contact name and information for projects shall be provided and references will be checked to confirm that each project was completed with good performance, without poor workmanship or detrimental work relationship with the owner/engineer. Bidder's references evidencing poor workmanship, poor performance or detrimental relationships with the owner/engineer may be grounds for rejecting the bidder.**

### **2.0 ORGANIZATION**

2.1 How many years has your organization been in business?

2.2 How many years has your organization been in business under its present name?

2.2.1 Under what other or former names has your organization operated?

2.3 If your organization is a corporation, answer the following:

2.3.1 Date of Incorporation:

2.3.2 State of Incorporation:

2.3.3 President's name:

2.3.4 Vice-Presidents name:

2.3.5 Secretary's name:

2.3.6 Treasurer's name:

2.4 If your organization is a partnership, answer the following:

2.4.1 Date of organization:

2.4.2 Type of partnership: (if applicable)

2.4.3 Name(s) of general partner(s):

2.5 If your organization is individually owned, answer the following:

2.5.1 Date of Organization:

2.5.2 Name of Owner:

2.6 If the form of your organization is other than those listed above, describe it and name the principals:

### **3.0 LICENSING**

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

### **4.0 EXPERIENCE**

4.1 List the categories of work that your organization normally performs with its own forces.

4.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

4.2.1 Has your organization ever failed to complete any work awarded to it?

4.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

4.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

4.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If yes, please attach details.)

4.4 Please list major construction projects your organization has in progress, giving the name of the project, owner, contract amount, percent complete and scheduled completion date.

4.5 Please list the major projects your organization has completed in the past five years.

SIGNATURE

Date \_\_\_\_\_

I certify that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-  
EQUAL EMPLOYMENT OPPORTUNITY  
POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, William F.X. O'Neil, the (awardee) County Executive of Dutchess County agree to adopt the following policies with respect to the project being developed or services rendered at

**M/WBE**

**EEO**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

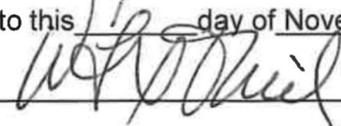
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this 15<sup>th</sup> day of November, 2023

By 

Print: William F.X. O'Neil Title: Dutchess County Executive

Ron Hicks is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

30 % Minority and Women's Business Enterprise Participation

20 % Minority Business Enterprise Participation

10 % Women's Business Enterprise Participation



\_\_\_\_\_  
(Authorized Representative)

Title: Dutchess County Executive

Date: November 1, 2023

### STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

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

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

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

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		<b>Submit completed with bid or proposal MWBE 101 (Rev 03/11)</b>

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

**Instructions for completing:**

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

**RACE/ETHNIC IDENTIFICATION**

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

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

**OTHER CATEGORIES**

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

### M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Note – A dually certified firm cannot be counted toward both the MBE and WBE participation goals. Attach additional sheets if necessary.

**Offeror's Name:**  
**Address:**  
**City, State, Zip Code:**  
**Telephone No.:**  
**Region/Location of Work:**

**Federal Identification No.:**  
**Solicitation Name/Contract No.:**  
**M/WBE Certified**  
**M/WBE Goals in Contract:** MBE%                      WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	<b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	<b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM - OTDA - 4969.**

<p><b>PREPARED BY</b>                  (Signature): DATE:  <b>NAME AND TITLE OF PREPARER (Print or Type):</b></p> <p style="font-size: small;">SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>TELEPHONE NO.:</b></td> <td><b>EMAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>FOR M/WBE USE ONLY</b></td> </tr> <tr> <td><b>REVIEWED BY:</b></td> <td><b>DATE:</b></td> </tr> <tr> <td colspan="2"> <b>UTILIZATION PLAN APPROVED:</b>    <input type="checkbox"/> YES    <input type="checkbox"/> NO    Date: _____  <b>Contract No.:</b> </td> </tr> <tr> <td colspan="2"> <b>Contract Award Date:</b>  <b>Estimated Date of Completion:</b>  <b>Amount Obligated Under the Contract:</b>  <b>Description of Work:</b> </td> </tr> <tr> <td colspan="2"> <b>NOTICE OF DEFICIENCY ISSUED:</b>    <input type="checkbox"/> YES    <input type="checkbox"/> NO    Date: _____                 </td> </tr> <tr> <td colspan="2"> <b>NOTICE OF ACCEPTANCE ISSUED:</b>    <input type="checkbox"/> YES    <input type="checkbox"/> NO    Date: _____                 </td> </tr> </table>	<b>TELEPHONE NO.:</b>	<b>EMAIL ADDRESS:</b>	<b>FOR M/WBE USE ONLY</b>		<b>REVIEWED BY:</b>	<b>DATE:</b>	<b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    Date: _____ <b>Contract No.:</b>		<b>Contract Award Date:</b> <b>Estimated Date of Completion:</b> <b>Amount Obligated Under the Contract:</b> <b>Description of Work:</b>		<b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    Date: _____		<b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    Date: _____	
<b>TELEPHONE NO.:</b>	<b>EMAIL ADDRESS:</b>														
<b>FOR M/WBE USE ONLY</b>															
<b>REVIEWED BY:</b>	<b>DATE:</b>														
<b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    Date: _____ <b>Contract No.:</b>															
<b>Contract Award Date:</b> <b>Estimated Date of Completion:</b> <b>Amount Obligated Under the Contract:</b> <b>Description of Work:</b>															
<b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    Date: _____															
<b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    Date: _____															

**HHAP M/WBE SUBCONTRACTORS AND SUPPLIERS  
 LETTER OF INTENT TO PARTICIPATE**

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

Dear Contractor:

I, \_\_\_\_\_ intend to perform work for \_\_\_\_\_  
 (Name of Subcontractor/Supplier) (Name of Prime Contractor)

My Minority/Women Business Enterprise (M/WBE) status as a MBE (  ) and/or WBE (  ) is certified as of \_\_\_\_\_.  
 (Certification date)

\_\_\_\_\_ is prepared to do the following:  
 (Name of Subcontractor/Supplier)

(Describe work to be performed on the above)	Unit Price	HHAP portion in support of MWBE Participation Goal	Total Amount

You have projected \_\_\_\_\_ for such work to start.  
 (Commencement Date)

\_\_\_\_\_ will sign a formal contract for the above work conditioned  
 (Name of Subcontractor/Supplier)

upon the approval of your executed contract with the contractor.

Please choose one of the following options:

**MBE: Subcontractor [  ] Supplier [  ]**  
**WBE: Subcontractor [  ] Supplier [  ]**

Company Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Company Official's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_

**\*\*\*This section is to be completed by the prime contractor\*\*\***

Company Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Company Official's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## **M/WBE GOAL REQUIREMENTS CERTIFICATION OF GOOD FAITH EFFORTS**

**Contractors** (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom OTDA enters into State contracts) must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers/vendors in the performance of this contract.

The undersigned hereby acknowledges that he/she took or may need to take the following actions on behalf of the Contractor to demonstrate, and upon request by OTDA, to provide written verification to document the aforesaid good faith efforts:

- (a) The Contractor attended any pre-bid, pre-award, or other meetings scheduled by the contracting agency or the NYS Department of Economic Development or its designee to inform certified minority- or women-owned business enterprises of contracting and subcontracting opportunities available on the project, for purposes of complying with contract participation goal requirements;
- (b) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to certified minority- and women-owned business enterprises in order to increase the likelihood of participation by such enterprises on the contract;
- (c) The Contractor undertook efforts to reasonably structure the contract scope of work for purposes of subcontracting with certified minority- and- women-owned business enterprises;
- (d) The Contractor advertised in a timely fashion and in appropriate general circulation, trade and minority- and women-oriented publications, if any, concerning the contracting or subcontracting opportunity;
- (e) The Contractor made written solicitations in a timely fashion to a reasonable number of certified minority- and women- owned business enterprises identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development's Division of Minority and Women Owned Business Development, or its designee, of the contracting or subcontracting opportunity. The directory of certified businesses can be viewed at: <http://esd.ny.gov/index.html>
- (f) The Contractor can document if any timely responses to any such advertisements and solicitations were provided by certified minority- and women-owned business enterprises;
- (g) The Contractor followed-up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity;
- (h) The Contractor provided interested certified minority- and women-owned business enterprises in a timely fashion with adequate information about the plans, specifications or terms and conditions of the State contract and requirements for the contracting or subcontracting opportunity so as to prepare an informed response to a contractor solicitation;
- (i) The Contractor submitted a completed, acceptable utilization plan in accordance with applicable requirements to meet goals for participation of certified minority-and women-owned business enterprises established in the State contract;

- (j) The Contractor used the services of community organizations, contractor groups, state and federal business assistance offices and other organizations identified by the NYS Department of Economic Development or its designee that provide assistance in the recruitment and placement of minority and women business enterprises;
- (k) The Contractor negotiated in good faith with certified minority- and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any certified minority- or women-owned business enterprise. "Good faith" negotiating means engaging in good faith discussions with certified minority- or women-owned business enterprises about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available; and,
- (l) The Contractor undertook efforts to make payments for any work performed by certified minority- and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority- and women-owned business enterprises.

---

Signature  
William F. X. O'Neil

Date  
November 1, 2023 

---

Print Name  
Dutchess County Executive

---

Title  
Dutchess County

---

Company

---

N/A

---

Contract Number  
Homeless Housing and Assistance Program

---

Program/Solicitation Name

# SDVOB UTILIZATION PLAN

Initial Plan     Revised plan    Contract/Solicitation # \_\_\_\_\_

**INSTRUCTIONS:** This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract	
Bidder/Contractor Name:		NYS Vendor ID:	
Bidder/Contractor Address (Street, City, State and Zip Code):		%	
Bidder/Contractor Telephone Number:			
Contract Description/Title:			

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

***If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.***

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	

Detailed description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ \_\_\_\_\_ or \_\_\_\_\_%

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ \_\_\_\_\_ or \_\_\_\_\_%

FOR OTDA USE ONLY			
OTDA Authorized Signature:		<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted
NAME (Please Print):		<input type="checkbox"/> Notice of Deficiency	
SDVOB %/\$ _____		Date Received:	Date Processed:
Comments:			

**NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION:** The directory of New York State Certified SDVOBs can be viewed at: [https://ogs.ny.gov/Veterans/Docs/CertifiedNYS\\_SDVOB.pdf](https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf)

**Note:** All listed Subcontractors/Suppliers will be contacted and verified by OTDA

## ADDITIONAL SHEET

<b>Bidder/Contractor Name:</b>	<b>Contract/Solicitation #</b> _____
--------------------------------	--------------------------------------

<b>SDVOB Subcontractor/Supplier Name:</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		
<b>SDVOB Subcontractor/Supplier Name:</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		
<b>SDVOB Subcontractor/Supplier Name:</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		
<b>SDVOB Subcontractor/Supplier Name:</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		
<b>SDVOB Subcontractor/Supplier Name:</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		

## Post Bid Requirements

Materials and Equipment Supplier Listing

Post Bid Requirements

Subcontractor Listing

Lump Sum Bid Breakdown

Substitution/Equivalent Products Listing

SECTION 00450 - MATERIALS AND EQUIPMENT SUPPLIER LISTING

List the name of the supplier (and manufacturer if different) that you propose for the particular material and equipment designated below. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of suppliers is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 1.3 of the Instructions to Bidders. Additional data on proposed suppliers may be requested from selected Bidders after the Bid Opening in accordance with Article 1.3.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION 00450

SECTION 00500 – POST BID REQUIREMENTS (BID CONTRACTOR EVALUATION FORMS)

**FOR: Oakley Street Housing Support Center**

**TO: Dutchess County Department of Public Works  
626 Dutchess Turnpike, Poughkeepsie, NY 12603**

**FROM**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date Bid

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax No.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. **Included with the submission of this sealed bid, the Bidder must include a separate sealed list of all PLUMBING, HVAC, AND ELECTRICAL SUBCONTRACTORS in accordance with NYS General Municipal Law Section 101(5), using the following form:**
  - **00510.1 – Plumbing, HVAC, and Electrical Subcontractor Listing**
3. Within 48 hours of notification by Owner, requested contractor will submit the following information:
  - A. 00510.2 – Subcontractor Listing (other than Plumbing, HVAC, and Electrical)
  - B. 00520 – Lump Sum Bid Breakdowns.

END OF SECTION 00500

SECTION 00510.2 - SUBCONTRACTOR LISTING (other than Plumbing, HVAC, and Electrical)

Do you plan to subcontract any part of the Work?

YES \_\_\_\_\_ NO \_\_\_\_\_ If YES, list the name and address of all Subcontractors that you propose to use. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of subcontractors is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 6.3 of the Instructions to Bidders. Additional data on proposed Subcontractors may be requested from selected Bidders after the Bid Opening in accordance with Article 6.3.

	Trade
1. _____	_____
_____	_____
_____	_____
_____	_____
2. _____	_____
_____	_____
_____	_____
_____	_____
3. _____	_____
_____	_____
_____	_____
_____	_____
4. _____	_____
_____	_____
_____	_____
_____	_____
5. _____	_____
_____	_____
_____	_____
_____	_____
6. _____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION 00510.2



SECTION 00530 – SUBSTITUTIONS/EQUIVALENT PRODUCTS LISTING

Do you plan to make substitutions for equivalent products in lieu of specified materials for any part of the Work?

YES \_\_\_\_\_ NO \_\_\_\_\_ If YES, list each substitution/equivalent products that you propose to use. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of substitutions/equivalent products is required of all Bidders as part of their Bid.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
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3. \_\_\_\_\_  
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4. \_\_\_\_\_  
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5. \_\_\_\_\_  
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6. \_\_\_\_\_  
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\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION 00530

## Contract Documents

Sample Notice of Award

Sample Agreement

General Conditions

Riders to Agreement and General Conditions

Sample Notice to Proceed

Sample Payment and Performance Bonds

## NOTICE OF AWARD

XXXXXX XX, 2026

**TO:** Contractor Name:  
Attn:  
Address:

**RE: PROJECT BID NO. & PROJECT TITLE**

Dear **XXXXXXXXXX**:

You are hereby notified that your bid has been accepted for the referenced project in the amount of:

<b>BASE BID:</b>	<b>\$X,XXX,XXX.XX</b>
<b>ALTERNATE(S):</b> (if applicable)	
<b>TOTAL CONTRACT AMOUNT:</b> (Base Bid & ALTERNATES)	<b>\$X,XXX,XXX.XX</b>

You are required under the terms of the Instructions to Bidders to execute an Agreement and furnish the required Certificates of Insurance.

As the Awarded Bidder, you are required to furnish said insurance documentation within five (5) days of the date of this letter. Failure to do so will give the County the option to deem the **Non-Responsive** and the County may seek the next lowest bidder. Failure to submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.

The Awarded Bidder shall provide the Owner with Performance, Payment, and Labor/Material Bonds, all in the full monetary amount as indicated in the **Total Contract Amount (Base Bid & Alternates, if any)**. Copies of the proposed Bonds shall be submitted to Owner for **review and approval prior to actual submission**. The approved bonds shall then be submitted along with the return of the signed accepted **Notice of Award**, and **Insurance Certificates**.

You are required to return an acknowledged copy of this Notice of Award to the Project Owner.

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Robert H. Balkind, P.E.  
Commissioner of Public Works

**ACCEPTANCE OF NOTICE**

Receipt and acceptance of the foregoing Notice of Award is hereby **acknowledged** by:

---

**Company Name**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sample



# AGREEMENT

Between the Owner and Contractor, with Construction Manager  
as Adviser

BETWEEN the **Owner:**

County of Dutchess  
22 Market Street  
Poughkeepsie, NY 12601

and the **Contractor:**

[Contractor's name]  
[address]  
[city], [state] [zip code]

for the following **Project:**

RFB-DCB-01-26 Oakley Street Housing Support Center

The **Construction Manager:**

Arris Contracting Company, Inc.  
189 Smith Street  
Poughkeepsie, NY 12601

The **Architect:**

Tinkelman Architecture PLLC  
33 Arlington Avenue  
Poughkeepsie, NY 12603

The Owner and Contractor agree as follows.

Term: This Agreement shall be effective [month] [#], [year] and shall terminate on [month] [#], [year]. This contract may be extended for additional periods upon such terms and conditions as may be agreed between the parties.

The Contractor by signing the attached Certification Exhibit "A" certifies that it received the Prevailing Wage Rate Schedule PRC# 2026000467 and is in compliance with all applicable labor laws and regulations of the State of New York and the United States of America.

From Section 4.2, the total amount of the Agreement (with Allowance) is AMOUNT DOLLARS AND XX/100 (\$X,XXX.XX).

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Insurance, Bonds, Bid Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 11.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all Contractors for the Project will be:

- Not later than “\_\_\_\_\_” (“\_\_\_\_\_”) calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

**§ 3.4 Final Completion of the project, or any Portion Thereof,**

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve final completion of the entire work of this Contract:  
(Check one of the following boxes and complete the necessary information.)

- Not later than [number] ( [#] ) calendar days from the date of commencement of the Work.
- By the following date:

§ 3.4.2 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in Section 3.3, Architectural charges, Engineering charges, Construction Management charges and liquidated damages, if any, may be assessed.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum for the Contractor’s performance of the Contract. The Contract Sum shall be in accordance with Section 4.2 below.

**§ 4.2 Stipulated Sum**

**§ 4.2.1** The Contract Sum shall be AMOUNT DOLLARS AND XX/100 (\$X,XXX.XX), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2.2** Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

**§ 4.2.3** Allowances, if any, included in the Contract Sum:

Item	Price
------	-------

**§ 4.2.4** Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.2.5** Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

[any changes list here]

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 45 days after the Construction Manager receives the Application for Payment.

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Each allowance shall be shown as a separate line item on the schedule of values.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with the General Conditions of the Contract for Construction, with Construction Manager as Adviser, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions of the Contract for Construction, with Construction Manager as Adviser;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of General Conditions of the Contract for Construction, with Construction Manager as Adviser; and
- .5 Retainage withheld pursuant to Section 5.1.8.

§ 5.1.7 The Contractor shall advise the County in writing of all outstanding billing for each year of the agreement term on or before January 30th. The Contractor shall submit all invoices to the County on or before February 15th. The Contractor's failure to comply with the County's end of the year billing procedures outlined herein may result in invoices not being timely paid.

### § 5.1.8 Retainage

§ 5.1.8.1 For each progress payment the Owner may withhold five percent (5%), as retainage, from the payment otherwise due.

§ 5.1.8.2 Retainage shall be released upon final completion of the Work and receipt of all closeout documents in accordance with Section 5.2.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum less retainage, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of General Conditions of the Contract for Construction, with Construction Manager as Adviser, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect, and
- .3 the following closeout documents have been received, and approved:
  - a. AIA Document G704 – Certificate of Substantial Completion
  - b. AIA Document G706 – Contractor's Affidavit of Payment of Debts and Claims
  - c. AIA Document G706A – Contractor's Affidavit of Release of Liens
  - d. AIA Document G707 – Consent of Surety to Final Payment
  - e. Certificate of Final Acceptance
  - f. NYS Labor Law section 220a – Prime Contractor's Certification
  - g. Operation and Maintenance Manuals
  - h. All documents, insurance, warranty data required by the contract documents

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the final Certificate for Payment or Project Certificate for Payment. Retainage shall be released 30 days after the issuance of final payment. Additional requirements are as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of General Conditions of the Contract for Construction, with Construction Manager as Adviser, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

### § 6.2 Binding Dispute Resolution

The method of binding dispute resolution shall be litigation in Dutchess County Supreme Court.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of General Conditions of the Contract for Construction, with Construction Manager as Adviser.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of General Conditions of the Contract for Construction, with Construction Manager as Adviser.

### § 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of General Conditions of the Contract for Construction, with Construction Manager as Adviser; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of General Conditions of the Contract for Construction, with Construction Manager as Adviser.

## ARTICLE 8 INDEMNIFICATION

§ 8.1 **Indemnification.** The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. Additionally, the Contractor further agrees to the fullest extent permitted by law to defend, indemnify and hold the Architect, HHAC, DASNY, the Construction Manager, the Architect or Construction Manager's consultants, and agents and employees of any of them harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the Architect, HHAC, DASNY, the Construction Manager, the Architect or Construction Manager's consultants, and agents and employees of any of them as applicable, on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

## ARTICLE 9 INSURANCE REQUIREMENTS

§ 9.1 **Insurance Requirements.** At all times during the term of this Agreement, the Contractor and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the Owner, in the form of a Certificate of Insurance, prior to commencing work under this Agreement.

- I) **Worker's Compensation.** Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:
  - a. a certificate of insurance on a Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, OR
  - b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 for Form SI-105.2P).
    - If the workers compensation Notice of Compliance is used instead of the Acord Certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, is provided and must indicate that prior to cancellation or material change of the policy, a thirty (30) day notice shall be given to the Certificate Holder.
  - c. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption form NYS Workers' Compensation Board, Form CE-200.

- d. A Certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

**II) Commercial General Liability**

- a. Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability
- c. The County, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, must be listed as additional insured and include Waiver of Subrogation covering the County, Architect, and Construction Manager.
- d. The additional insured endorsement for the Commercial General Liability Insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

**III) Automobile Liability**

- a. Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.
- b. This insurance shall include coverage for bodily injury and property damage.
- c. The County, HHAC, OTDA and DASNY, as well as Architect and Construction Manager, must be listed as additional insured and include Waiver of Subrogation covering the County, Architect and Construction Manager.

**IV) Excess/Umbrella Liability**

- a. With limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.
- b. The County, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, must be listed/included as additional insured.
- c. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager.

**V) [Subsection Not Applicable]**

**VI) The Acord Form certificate of insurance must contain the following provisions:**

- a. The County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, must be listed as certificate holder and additional insured on the commercial general, umbrella/excess and automobile liability policies.
- b. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- c. The commercial general and automobile policies are primary and noncontributory.
- d. The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County the Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager.

- e. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager.
- f. If the workers compensation Notice of Compliance is used instead of the Acord certificate of Insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, is provided.

**VII) Certificate Holder (the Owner) And Additional Insured (the Owner, HHAC, OTDA, DASNY, the Architect, and the Construction Manager) Shall Be Named As:**

- a. The Owner: County of Dutchess  
22 Market Street  
Poughkeepsie, NY 12601
- b. HHAC: New York State Homeless Housing and Assistance Corporation, and their successors and/or assigns  
40 North Pearl Street, #10C  
Albany, NY 12243
- c. OTDA: New York State Office of Temporary and Disability Assistance, and their successors and/or assigns  
40 N. Pearl Street, #10C  
Albany, NY 12207
- d. DASNY: Dormitory Authority of the State of New York  
515 Broadway  
Albany, NY 12207
- e. The Architect: Tinkelman Architecture PLLC  
33 Arlington Avenue  
Poughkeepsie, NY 12603
- f. The Construction Manager: Arris Contracting Company, Inc.  
189 Smith Street  
Poughkeepsie, NY 12601

**VIII) All policies of insurance referred to above**

- a. Shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- of better.
  - i) In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.
- b. In addition, every policy required above shall be primary and noncontributory.
- c. Any insurance carried by the County, its officers, or its employees, HHAC, OTDA and DASNY, as well as the Architect and Construction Manager, shall be excess and noncontributory insurance to that provided by the Contractor.
- d. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.
- e. Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

**IX) Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:**

County Office Building  
Attn: Dutchess County Attorney  
22 Market Street  
Poughkeepsie, NY 12601

- a. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense of liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify and material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County.
  - i) Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.
- b. All losses of County property shall be adjusted with and made payable directly to the County.
- c. All Certificates of insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.
- d. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** Where reference is made in this Agreement to a provision of General Conditions of the Contract for Construction, with Construction Manager as Adviser or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 10.2** The Owner's representative:

Commissioner: Robert H. Balkind, PE  
Dutchess County Department of Public Works  
626 Dutchess Turnpike  
Poughkeepsie, NY 12603

**§ 10.3** The Contractor's representative:

**§ 10.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 10.5 Other Provisions**

**§ 10.5.1** Time is of the essence in the commencement, prosecution and completion of the work.

**§ 10.5.2 Independent Contractor Status.** Contractor agrees that it is an independent contractor and that it and its employees shall not represent to anyone that they are an employee or officer of the County. Contractor also understands and agrees that neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on its behalf or on behalf of any of its employees, that Contractor and its employees are not eligible for and shall not participate in, any employee pension, health, retirement or other fringe benefit plan of the County, that no workers' compensation insurance shall be obtained by the County for Contractor for any of its employees, that it and its employees shall have no claim against the County for these or any other benefits or rights or privileges of any officer or employee of the County.

**§ 10.5.3 Audit.** Contractor shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County Funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. Contractor shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or request have not been satisfactorily met or if any expenditures or fees by the Contractor are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

**§ 10.5.4 Severance Pay.** The County shall not be charged for Severance Pay incentives. The County is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payment have been made, the Contractor shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this agreement null and void.

**§ 10.5.5 Contractors Obligations Post Termination With or Without Cause.** Upon termination of this Agreement, Contractor shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide the County with access to and a copy of, all books, records and other non-proprietary documents including but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

**§ 10.5.6 Bonds.** The Contractor shall provide the Owner with a Performance Bond and Payment/Labor and Material Bond, both in the full (100%) monetary amount as indicated in this Agreement, along with the return of the signed contract and insurance certificate. Copies of the proposed Bonds shall be emailed to the Owner for review and approval prior to actual submission with the return of the signed contract and insurance certificate. The Bonds shall be dated on or after the effective Contract date.

**§ 10.5.7 Qualifications of Contractor.** The Contractor specifically represents and covenants that it and its officers, employees, agents, consultants and sub-contractors have and shall possess the licenses, experience, Knowledge and character necessary to qualify them individually for the particular duties they perform hereunder.

**§ 10.5.8 Declaration by Contractor.** Contractor declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

**§ 10.5.9 Permits and Compliance.** The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. It shall give all notices, pay all fees, arrange for all inspections and approvals required by any governmental agencies. It shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no additional cost to the County. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If Contractor performs any work which is contrary to any laws, ordinances, rules, regulations, permit conditions, building codes, orders of directives, it shall assume full responsibility therefore and shall bear all costs and expenses thereto. Contractor shall comply with all of the provisions of the laws of the state of New York and the United States which pertain to municipalities and municipal contracts including but not limited to: Federal Occupational Safety and Health Act and the American Disabilities Act, the Immigration and Naturalization laws and regulations, the General Municipal law, the Worker's Compensation Insurance Law, the Lien Law, the Personal Property Law, the State Unemployment Insurance Law, state and local health laws and regulations.

**§ 10.5.10 Non-Discrimination.** During the term of this Agreement, Contractor agrees that it shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status, and shall take affirmative action to ensure equal employment opportunities without discrimination because of age, race, creed, sex, color, national

origin, disability or marital status. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, creed sex, color, national origin, disability or marital status.

**§ 10.5.11 Retention of Records.** The Contractor agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a maximum of ten (10) years after termination of this agreement.

**§ 10.5.12 Non-Assignment.** This Agreement may not be assigned by the Contractor without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

**§ 10.5.13 Labor Standards Notice.** Please see the attached "LABOR STANDARDS NOTICE" annexed hereto and made a part of this agreement. (Previously signed as part of the bid documents).

**§ 10.5.14 Labor Law.** This project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid on this project shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the County shall be entitled to review and/or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the County either at the Contractor's place of business or at a location designated by the County. The Contractor and subcontractor(s) if any shall submit to the County with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

In the event that you shall fail, in one or more instances, to pay the prevailing wages and supplements in accordance with the New York State Labor Law, it shall be considered a material breach of the contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the right, in its discretion, to terminate the contract immediately on notice. In such event, the Contractor shall be liable to the County for any additional costs incurred in the completion of the project. The conditions contained herein are designed to encourage compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the County or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the County to enforce said law on behalf of anyone nor create any rights on behalf of anyone against the County.

All laborers, workers and mechanics employed by a contractor, subcontractor or other person doing or contracting to do the whole or part of the work, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration for all contracts for construction, reconstruction, maintenance and/or repair of public work in excess of two hundred and fifty thousand dollars (\$250,000.00). This requirement is in pursuant to NYS Labor Law Section 220-h.

Rules and regulations will be promulgated and posted on the NYSDOL website <https://dol.ny.gov/> when finalized.

**§ 10.5.15 Subcontractor Clause.** THE CONTRACTOR WILL PROTECT, DEFEND, INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS MADE BY ITS SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, SUPPLIERS OF ANY TYPE IN CONNECTION WITH THIS PROJECT. THE CONTRACTOR SHALL, AT THE COUNTY'S REQUEST, FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE DESIGNATED ABOVE HAVE BEEN PAID, DISCHARGED OR WAIVED. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN THE COUNTY AND ANY OF THE ENTITIES MENTIONED IN THE FIRST SENTENCE OF THIS PARAGRAPH.

Where subcontractors are employed, Contractor shall furnish the County with the names of all subcontractors, their addresses, tax identification numbers. Subcontractors are subject to the same insurance requirements as the Contractor. The Contractor shall provide the subcontractor's insurance documentation for each subcontractor to the County. The subcontractor shall not commence working on the Project until his insurance documentation has been approved by the County's Director of Risk Management.

Each subcontract shall contain language in an addendum attached and initialed by all parties stating the following:

1. Subcontractor represents that he is an independent contractor and is performing the work described in this Agreement utilizing his own tools, equipment and materials.
2. Subcontractor is fully aware that the compensation paid is for completion of the work described in the Agreement;
3. Subcontractor acknowledges that as an independent contractor, a Form 1099 will be filed with the Internal Revenue Service showing the amount of compensation paid and that he will be responsible for payment of income taxes thereon, as well as self-employment taxes.
4. Subcontractor agrees to comply with the County's insurance requirements.

**§ 10.5.16 Notice.** A bill, statement, notice or communication required to be given pursuant to this Agreement shall be made in writing and addressed as follows:

[Contractor's name]  
[address]  
[city], [state] [zip code]

Dutchess County, DPW – Buildings  
626 Dutchess Turnpike – 1st Floor  
Poughkeepsie, NY 12603

**§ 10.5.17 Non-Waiver.** Failure to enforce any rights, options or privileges under any provision of this Agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option or privilege shall not be deemed a waiver of the right to enforce any other right, option or privilege.

**§ 10.5.18 Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby but shall remain in full force and effect.

**§ 10.5.19 Choice of Law, Venue.** Any action or dispute arising directly or indirectly out of this agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York Supreme Court in Dutchess County as the forum for any such action.

**§ 10.5.20 No Arbitration.** Disputes involving this agreement, including a breach or alleged breach, may not be submitted to arbitration but, must instead be heard in accordance with the paragraph above "Choice of Law, Venue".

**§ 10.5.21 Service of Process.** In addition to the methods of service allowed by New York State Law, you consent to service of process by registered or certified mail, return receipt requested. Service shall be complete and effective when deposited in a United States mailbox or post-office. You must promptly notify us, in writing, of each and every change of address to which service of process can be made. Service by us to the last known address shall be sufficient. You will have thirty (30) calendar days after service is complete in which to respond.

**§ 10.5.22 Notice of Intent to Sue.** Contractor agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, it shall provide to the County a sworn document listing the time, place, and manner of any breach of this Agreement, together with an itemized list of any damages to which it believes it is entitled.

The County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the County's choice, as to any matter arising under this Agreement within the 90-day period described above.

Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitations.

Except for any third party actions, any action against the County must be commenced within one year of the event which gives rise to liability.

**§ 10.5.23 Captions.** The captions are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect its terms.

**§ 10.5.24 Counterparts: Signatures Transmitted by Electronic Means.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original.

**§ 10.5.25 Gender.** Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

**§ 10.5.26 Required Provisions of Law.** Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

**§ 10.5.27 Binding.** This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

**§ 10.5.28 Enforcement Expenses.** The Contractor shall pay all costs and expenses, including reasonable attorney's fees ("in-house" or retained counsel), that the County incurs in enforcing any of the terms of this Agreement, including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

**§ 10.5.29 Set-Off Rights.** The County shall have all of its common law, equitable and statutory rights of set off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other Agreement with the County or any of its departments or agencies. This right of set-off includes any Agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**§ 10.5.30 Rules of Construction.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

**§ 10.5.31 Extension.** This contract may be extended for additional periods upon such terms and conditions as may be agreed between parties.

**§ 10.5.32 Executory.** The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of the terms of this Agreement. It is further understood and agreed that neither this Agreement nor any representation of by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.

**§ 10.5.33 Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement shall be effective only if evidenced by a subsequent writing that is executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

## **ARTICLE 11 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 11.1** This Agreement is comprised of the following documents:

- .1 The Agreement Between the Owner and Contractor, with Construction Manager as Adviser
- .2 New York State Homeless Housing and Assistance Corporation Rider A to the Agreement between Owner and Contractor, Construction Manager as Adviser
- .3 General Conditions of the Contract for Construction, with Construction Manager as Adviser
- .4 New York State Homeless Housing and Assistance Corporation Supplementary General Conditions Rider to General Conditions of the Contract for Construction, with Construction Manager as Advisor
- .5 Insurance and Bonds

- .6 Drawings
- .7 Specifications
- .8 Bid Specification Documents, and Addenda, if any
- .9 Contractor Bid
- .10 Other Documents:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

\_\_\_\_\_  
County Attorney's Office

\_\_\_\_\_  
County Executive

APPROVED AS TO CONTENT:

CONTRACTOR AGREES TO THE ABOVE:  
[CONTRACTOR'S NAME]

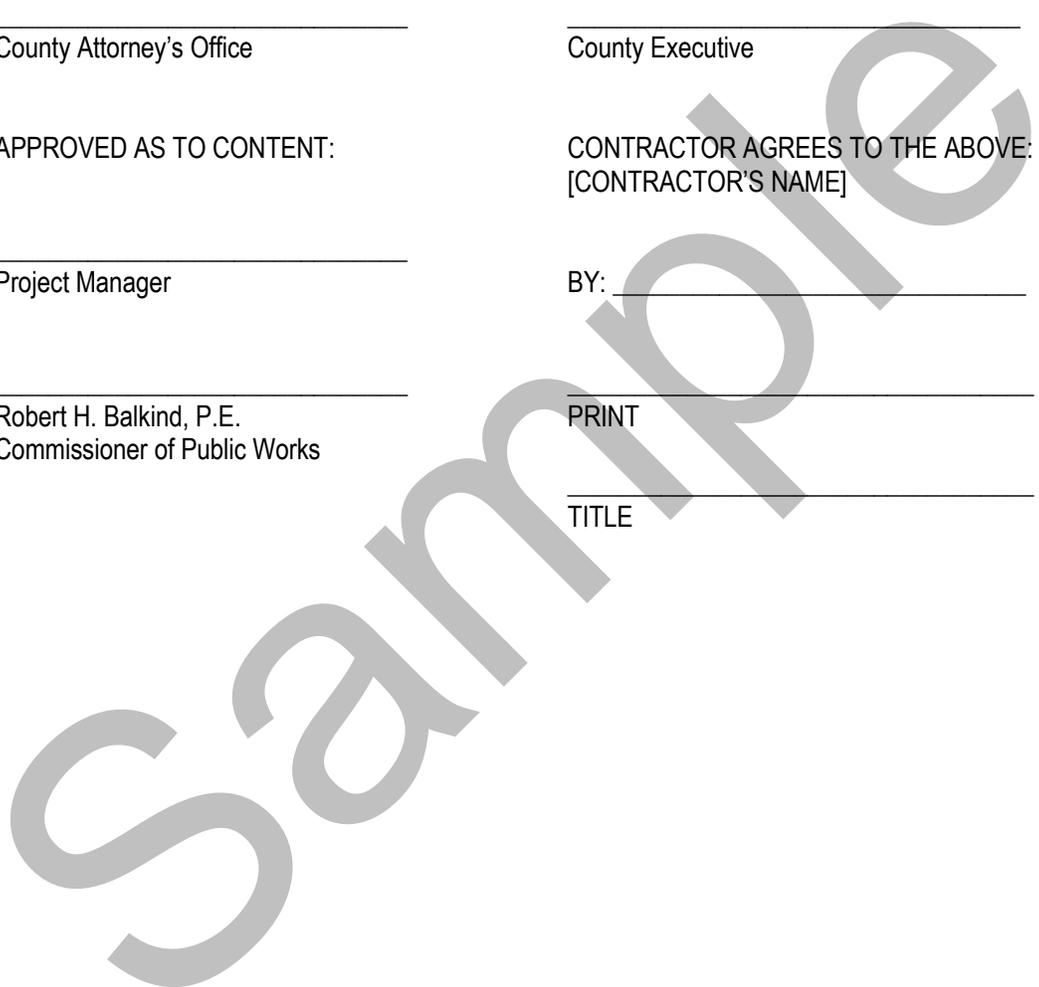
\_\_\_\_\_  
Project Manager

BY: \_\_\_\_\_

\_\_\_\_\_  
Robert H. Balkind, P.E.  
Commissioner of Public Works

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
TITLE



**EXHIBIT "A"**

**CERTIFICATE OF COMPLIANCE AND RECEIPT OF PREVAILING WAGE**

**SCHEDULE**

In accordance with Section 10.5.14 of this Agreement, the Contractor named below certifies receipt of Prevailing Wage Rate Schedule and compliance with all labor laws and regulations of the State of New York and the United States of America including the following:

1) PREVAILING WAGE RATE:

The Contractor agrees to comply with the schedule of wages applicable to the performance of this Agreement and the statutory requirements and rules of the State of New York. The Contractor named below hereby certifies that it has received the Prevailing Wage Rate Schedule PRC# 2026000467.

2) SOCIAL SECURITY TAXES:

The Contractor promises and agrees to pay the taxes measured by the wages of its employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

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Company

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Print Name

Title

---

Signature

Date

## **LABOR STANDARDS NOTICE**

I, Robert H. Balkind, P.E., Commissioner of the Department of Public Works, Dutchess County, New York, pursuant to Section 220 of the Labor Law of the State of New York, does hereby determine that the following is the schedule of wages and supplements to be paid for the following trades or occupations in connection with **Oakley Street Housing Support Center**.

Section 220 of the Labor Law, as amended, 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 public works 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 pension 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 the employees.

Section 220 of the Labor Law, as amended, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality...". The amount of 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 additional supplements. The Contractor shall provide statutory benefits for disability benefits, workers' compensation, unemployment insurance and social security.

### **REQUIRED 10 HOUR TRAINING**

All laborers, workers and mechanics employed by a contractor, subcontractor or other person doing or contracting to do the whole or part of the work, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration for all contracts for construction, reconstruction, maintenance and/or repair of public work in excess of two hundred and fifty thousand dollars (\$250,000.00). This requirement is pursuant to NYS Labor Law Section 220-h. Rules and regulations available on the NYSDOL website.

### **APPRENTICESHIP PROGRAMS**

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a discreet contract or sub-contract value in excess of \$250,000.00, and certain bridge construction contracts in excess of \$500,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with NYS Department of Labor in accordance with Article 23 of the Labor Law. This policy shall not apply to any Construction Contracts utilizing federal, state, county, or other funding assistance to the extent the terms of such funding assistance precludes the application of this policy and shall not apply to any Construction Contract where another governmental entity is also a signatory to the contract, or to an intermunicipal agreement relating to the contract, unless such other entity agrees to be bound by the provisions of this policy.

### **ENFORCEMENT OF LABOR LAW SECTION 220**

In addition to any enforcement actions taken by the Federal or the New York State Departments of Labor, the Dutchess County District Attorney's Office shall pursue enforcement of violations of New York State Labor Law Section 220, conviction of which is punishable by fine or imprisonment, or both. This LABOR STANDARDS NOTICE MUST be returned to the Project Owner attached to the Bid. Failure to submit the signed notice may result in a bid being deemed incomplete and rejected. All Contractors and subcontractors shall provide NYSDOL Public Work Contractor Certificate of Registration.

### **ACCEPTANCE OF NOTICE**

In preparing the attached bid, I (we) have read, understand and acknowledge this LABOR STANDARDS NOTICE and if awarded this bid, I (we) shall comply with all Federal, State and Local wage and labor requirements, including Section 220 of the Labor Law, and the Dutchess County Procurement Policy.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, WITH CONSTRUCTION MANAGER AS ADVISER

for the following **PROJECT**:

RFB-DCB-01-26 Oakley Street Housing Support Center

The **CONSTRUCTION MANAGER**:

Arris Contracting Company, Inc.  
189 Smith Street  
Poughkeepsie, NY 12601

The **OWNER**:

County of Dutchess  
22 Market Street  
Poughkeepsie, NY 12601

The **ARCHITECT**:

Tinkelman Architecture PLLC  
33 Arlington Avenue  
Poughkeepsie, NY 12603

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

**§ 1.1.1 The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals.

**§ 1.1.2 The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

**§ 1.1.3 The Work.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.4 The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

**§ 1.1.5 Contractors.** Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

**§ 1.1.6 Separate Contractors.** Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

**§ 1.1.7 The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

**§ 1.1.8 The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**§ 1.1.9 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.1.10 Initial Decision Maker.** The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

## **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents.

## **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of

the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic mail (email).

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

### **§ 2.4 Owner’s Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 2.5 Owner’s Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Construction Manager’s and Architect’s and their respective consultants’ additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor

shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

#### **§ 3.4 Labor and Materials**

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### **§ 3.5 Warranty**

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

#### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### **§ 3.7 Permits, Fees, Notices, and Compliance with Laws**

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the

conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, bonds, insurance;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, within seven (7) calendar days after being awarded the Contract, shall submit for the Owner's and Architect's approval and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the

construction or operations of the Owner's own forces or Separate Contractors. The Contractor's requests for payment will not be accepted without an approved schedule.

**§ 3.10.2** The Contractor, within seven (7) calendar days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

**§ 3.10.4** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data, and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. Submittals that have not been reviewed and approved by the Contractor will not be accepted by the Construction Manager.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.13.2** The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably

withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract on a continuous and regular basis. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner, Construction Manager, Architect, and Owner's other Contractors, Inspectors or Consultants, with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

### **§ 3.18 Indemnification**

The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. Additionally, the Contractor further agrees to the fullest extent permitted by law to defend, indemnify and hold the Architect, HHAC, DASNY, the Construction Manager, the Architect or Construction Manager's consultants, and agents and employees of any of them harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the Architect, HHAC, DASNY, the Construction Manager, the Architect or Construction Manager's consultants, and agents and employees of any of them as applicable, on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

## **ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

**§ 4.1.3** Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The

Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

**§ 4.2.3** The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

**§ 4.2.4** The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

**§ 4.2.5** The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**§ 4.2.6 Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.7** The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

**§ 4.2.8** The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

**§ 4.2.9** Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

**§ 4.2.10** The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other

Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

**§ 4.2.11** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

**§ 4.2.12** Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.13** The Construction Manager will prepare Change Orders and Construction Change Directives.

**§ 4.2.14** The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.15** Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

**§ 4.2.16** The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

**§ 4.2.17** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.18** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.19** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

**§ 4.2.20** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within seven (7) calendar days after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed for such change.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

### **§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Upon request of the Owner, the Contractor shall provide copies of all subcontracts and sub-subcontracts.

### **§ 5.4 Contingent Assignment of Subcontracts**

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor, the successor Contractor shall become legally responsible for all of the original Contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

#### § 7.2.1 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

#### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 In Section 7.3.3, the allowance for the combined overhead and profit included in the total cost or (credit) to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces:
  - .a 15% on the first \$25,000 of the change order direct cost of self-performed work,
  - .b 10% on the portion of the change order direct cost of self-performed work between \$25,000 and \$50,000 and
  - .c 7.5% on the portion of the change direct cost of self-performed work between \$50,000 and \$200,000 and
  - .d 5% on the portion of the change order direct cost of self-performed work greater than \$200,000
- .2 For the Contractor, for work performed by the Contractor's Subcontractor's five percent (5%) of the amount due the subcontractor.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement and substantial completion of the Work is the date established in the Agreement between Owner and Contractor, or the Notice to Proceed. Verify dates with Architect & CM contracts - all dates should agree

§ 8.1.3 The actual date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

## **§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** The Contract Sum or allowances may be increased or decreased by change order or allowance authorizations based upon documented field conditions. The unit prices shall be utilized to adjust the contract sum or allowances. If quantity of unit price work is between 75 and 125 percent of the original contract quantity, no adjustment to the unit prices will be made. If contract quantities are decreased or increased above and beyond percentages mentioned above, the Contractor and Owner agree to enter into good faith negotiations to adjust the unit prices.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager for review and approval, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

**§ 9.4.2** Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

**§ 9.4.2.1** Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

**§ 9.4.3** The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

**§ 9.4.4** The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been

properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within twenty-one (21) days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect, then the Contractor may, upon fourteen (14) additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, subject to Audit as provided for in the Contract Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment

of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect and Owner when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection with the Owner. When the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, Supplier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### **§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 3 calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Upon request, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon notice from the Owner. By Change Order, the Contract Time may be extended appropriately, and the Contract Sum may be increased by the amount of the Contractor's reasonable actual additional costs of shutdown, delay, and start-up, subject to audit.

**§ 10.3.3** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.4** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4** Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. If the Owner stops the work, due to a lapse in insurance coverage, the Contractor is not entitled to an adjustment of the Contract Sum or Time.

§ 11.2 Please refer to the individual agreements for the Architect's, Construction Manager's, and Contractor's insurance requirements, and the requirements of their subconsultants and subcontractors.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

This Agreement shall be governed by applicable Federal, New York State, and local laws.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense. Costs for subsequent testing and approval after failed conditions are remedied shall be the responsibility of the Contractor.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

**§ 13.4.5** If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, there shall be no interest charged.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed or stored on-site.

§ 14.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4;
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- .4 Or, it may seek remedy to complete the project in accordance with the Surety and Performance Bond, if any.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5** Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. The work shall commence pending resolution of the claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 or 10.4, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to resolution of any Claim. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to legal actions filed in New York Court Supreme Court in Dutchess County.

**§ 15.2.6** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.7** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 15.2.8** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, and 9.10.5, shall be determined pursuant to the laws of New York. Parties hereby agree to New York Supreme Court in Dutchess County as the forum for any such action.

Sample

**NEW YORK STATE HOMELESS HOUSING AND ASSISTANCE CORPORATION  
RIDER A  
For use with Agreement Between the Owner and Contractor,  
with Construction Manager as Advisor**

This Rider is attached to and made a part of the Standard Form of Agreement Between Owner and Contractor (the "Contract") for the construction or rehabilitation of the Project commonly referred to as Oakley Street Housing Support Center as more fully described within the Contract, City of Poughkeepsie, New York (the "Project"). The parties hereto agree that the following covenants, terms, and conditions shall be part of and shall modify or supplement the Contract and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Contract and this Rider, the covenants, terms, and conditions of this Rider shall control and prevail.

**Article 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§3.1** Modify this Section to check the box for: "A date set forth in a Notice to Proceed issued by the Owner."

**§3.3.1** Modify this Section to check the box for: "Not later than " \_\_\_\_\_ " ("\_\_\_\_") calendar days from the date of commencement of the Work."

**Article 4 CONTRACT SUM**

**§4.2.5** Modify this Section to add at the end of the parenthesis the following paragraph:  
"The liquidated damages provision contained in the Supplementary General Conditions applies only to the Contractor's failure to timely achieve substantial completion and any Owner's damages for delay. It does not limit the Owner's remedies for breach of other provisions of this Agreement. The parties agree that, in the event the Contractor fails to timely achieve Substantial Completion, the Contractor or the Contractor's surety shall pay to the Owner the sum of \$ \_\_\_\_\_ for each calendar day of delay until the work is substantially complete as liquidated damages, and not as a penalty, in order to indemnify the Owner against loss resulting from the breach. It is agreed that the damages that may result from a breach of this agreement are uncertain and difficult to ascertain, and that the agreed amount is a reasonable estimate of probable damage. The liquidated damages provision applies only to the Contractor's failure to timely achieve Substantial Completion and does not limit the Owner's remedies for breach of other provisions of this Agreement. Any liquidated damages accruing hereunder shall be recovered by the Owner by deduction from any monies due to the Contractor hereunder, and if such monies are insufficient to cover such liquidated damages, then the Contractor shall pay the amount of the difference to the Owner."

**Article 5 PAYMENTS**

**§5.1.3** Modify the entire Section to read: "The Owner shall make payment to the Contractor of any HHAP portion of a payment only after the Application for Payment has been forwarded to New York State for payment approval. After the New York State payment approval process has been completed, the HHAP payment shall be forwarded to the Owner for disbursement. The Owner shall make payment usually within 45 days after receipt of an Application for Payment."

**§5.1.6.1.2** Delete entire subsection.

**§5.1.6.3** Add a new Section to read:

"HHAC, at its sole discretion, will pay for stored materials if deemed essential to the successful completion of the project. Verification of insurance, security and safety of the stored materials must be confirmed before such stored materials will be paid for. Retainage for stored materials will be the same as the retainage for regular contract work."

**§5.1.8.1** Modify entire Section to read:

"Retainage will be held at the rate of 5%; less such amounts as 2.5 times the value of the Punch List, which shall be further reduced as Punch List items are completed. **§5.1.9** Modify entire section to read: "Except with the Owner's and HHAC's approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered."

**§5.2.1.2** Delete entire subsection.

**§5.2.2** Modify this Section by adding new paragraphs .1 and .2 to read as follows:

**.1** A Final (or Temporary, at HHAC's sole discretion) Certificate of Occupancy has been issued for the Project; and

**.2** A final Certificate for Payment has been issued by the Architect, and all punch list items have been completed to the satisfaction of the Architect and Owner."

**§5.3** Add additional term at end to read: "Payments due and unpaid under the Contract from HHAC-provided funding shall bear \_\_\_percent (\_%) interest from the date payment is due."

**Article 10 MISCELLANEOUS PROVISIONS**

**§10.4** Modify entire Section to read: "The Contractor's representative shall not be changed without ten days' written notice to the owner provided said representative is approved in writing by the Owner."

**Article 11 ENUMERATION OF CONTRACT DOCUMENTS**

**§11.1.1** Modify by adding the following phrase at the end of the Section: ", including any riders."

- "1. HHAC RIDER A
2. HHAC SUPPLEMENTARY GENERAL CONDITIONS"

**§11.1.8** Modify this Section as follows:

Insert:

1. All statements, warranties, and representations made by the Contractor in connection with its bid submission or in substantiating its financial status or professional capabilities shall be incorporated into the contract document.
2. M/WBE and SDVOB requirements attached as Exhibit \_\_\_\_\_.
3. Schedule of Values submitted by the Contractor and attached as Exhibit \_\_\_\_\_.
4. Payment and Performance Bonds in the full (100%) monetary amount to be submitted by the Contractor.
5. Certificates of Insurance to be submitted in forms and amounts approved by the Owner
6. Construction schedule to be submitted by the Contractor prior to the first application for Payment
7. Draw schedule showing the timing of HHAC payments to MWBE and SDVOB subcontractors.

**§11.2** Modify to add a new Section to read as follows: "This agreement shall become valid upon

approval of HHAC and submission and approval of items 2-6 above.”

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Signature

Date

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Signature

Date

**NEW YORK STATE HOMELESS HOUSING AND ASSISTANCE CORPORATION  
HOMELESS HOUSING AND ASSISTANCE PROGRAM  
Supplementary General Conditions  
Rider to General Conditions of the Contract for Construction,  
with Construction Manager as Advisor**

This Rider is attached to and made a part of the **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION** (the "Contract") for the construction or rehabilitation of Oakley Street Housing Support Center, New York (the "Project"). The parties hereto agree that the following covenants, terms, and conditions shall be part of and shall modify or supplement the Contract, and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Contract and this Rider, the covenants, terms, and conditions of this Rider shall control and prevail.

**Article 1 GENERAL PROVISIONS**

Add the following Sections:

**§ 1.9. Homeless Housing and Assistance Corporation Agreement**

**1.9.1** All or part of the Work to be performed under this Contract is to be paid for with funds provided by the State of New York pursuant to an agreement (hereinafter referred to as the "HHAC Agreement") between the Owner and the New York State Homeless Housing and Assistance Corporation (hereinafter referred to as the "Corporation or HHAC"). The provisions of the HHAC Agreement as they relate to the work under this Contract include the following:

**.1** The Owner is responsible for development of the project premises in conformance with the budget and description of the work to be undertaken in the HHAC Agreement and with the terms of that agreement.

**.2** The HHAC Agreement establishes a fixed dollar amount, which the Corporation will make available to the Owner, subject to the availability of State funds, for the work to be undertaken by the Owner pursuant to the HHAC Agreement. In the event that the Owner's costs increase, the Corporation has no obligation to agree to an amendment of the HHAC Agreement or to increase the amount of money that it makes available to the Owner.

**.3** Contracts that the Owner enters into relating to the work to be undertaken pursuant to the HHAC Agreement are subject to the Corporation's prior approval, and must contain provisions allowing the Corporation, at its option, to require the assignment by the Owner of its rights in such contracts to the Corporation.

**.4** Except in the event that the Corporation exercises its option to require the Owner to assign the Contract to the Corporation, nothing in any contract or agreement which the Owner enters into in discharging its obligation under the HHAC Agreement may either create any contractual relationship between the Contractor and the Corporation, or in any way impair the Corporation's rights under the HHAC Agreement.

**.5** The Owner is fully responsible to the Corporation under the HHAC Agreement for the acts and omissions of any party employed by the Owner, directly or indirectly, to carry out its obligations under the HHAC Agreement.

**.6** The Owner has agreed to comply with any directive issued to it by the Corporation, which the Corporation deems necessary to insure compliance with the terms of the HHAC Agreement.

.7 The Corporation will pay the Owner for work completed in satisfaction of the Owner's obligations under the HHAC Agreement on a periodic basis in accordance with the approved budget and work plan upon submission of a properly executed claim in a form acceptable to the Corporation. Claims shall be supported by such documentation as the Corporation may require and the Corporation may conduct inspections, tests or reviews of the activities for which payment is requested to determine whether such activities have been properly performed before approving payment.

.8 The Corporation will not pay the Owner for inferior or defective work.

.9 All references to the Dormitory Authority of the State of New York (hereinafter referred to as "DASNY") herein provided, shall also include any HHAC approved Architectural Consultant if applicable.

**§ 1.9.2** The Owner is also required under the HHAC Agreement to include in any construction contract various provisions relating to the Corporation and its role and that of its representatives in monitoring the Work under this Contract which relate to the Owner's obligations under the HHAC Agreement. Therefore, it is agreed as follows:

.1 The Contractor may, prior to the execution of the Contract or at any time during the Contract, upon request, examine a copy of the HHAC Agreement.

.2 Nothing in this Agreement in any way curtails or diminishes the Corporation's rights and the Owner's obligations under the HHAC Agreement.

.3 The Contractor acknowledges and assents to the Corporation's option to direct the Owner to assign to the Corporation or its agent the Owner's rights and interest in this Contract.

.4 Except in the event that the Corporation exercises its option to require the Owner to assign this Contract to the Corporation, nothing contained in this Contract shall create any contractual relationship between the Contractor and the State of New York, the Corporation, or DASNY.

.5 The Work to be performed under this Contract will be monitored for the Corporation by representatives of DASNY. The Contractor shall allow DASNY representatives to review and inspect the Work as it progresses. Failure of the Owner to pay the Contractor for a Certificate for Payment or amount disputed by the DASNY representative shall not constitute Failure of Payment.

.6 The architect shall review Applications for Payment as described in Article 9. In addition, the DASNY representative, acting on behalf of the Corporation, shall review Certificates for Payment issued by the Architect. Payments from the Corporation to the Owner shall be based on the DASNY representative's acceptance of Certificates for Payment, in order to prevent loss for any of the reasons stated in Section 9.5.1.

.7 The Owner must obtain the prior approval of the Corporation for any Change Order or Construction Change Directive increasing the Contract Sum, extending the Contract Time, or affecting the fitness of the project for its intended use.

.8 Any increases in the Contract Sum, as a result of Change Orders, or otherwise, are entirely the responsibility of the Owner and in no way obligate the Corporation to amend the HHAC Agreement or to increase the amount of money available to the Owner under this Agreement.

.9 The State of New York, Office of Temporary and Disability Assistance, Dormitory Authority of the State of New York, and the New York State Homeless Housing and Assistance Corporation shall be named as

an additional insured party on all insurance required under this Contract. The Contractor shall ensure that the project is clearly identified on the insurance certificate in the "Certificate Holder" section by noting the HHAP project number (e.g. 10-01) along with the HHAC address.

.10 The Corporation may direct the Owner to order the suspension of the Work per Section 14.3. Any increase in the Contract Sum shall be agreed to in writing by the Owner, the Corporation, and the Contractor prior to the suspension of Work. If an agreement cannot be reached, the Owner may opt to terminate the Contract.

.11 The Contractor agrees that the information about the Owner's financial arrangements presented upon the execution of this Contract (including that relating to State funding) and the evidence furnished about such arrangements are satisfactory for the purposes of Section 2.2.1.

§ 1.10 Notwithstanding any provision in this Contract to the contrary, disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, nor to mediation, but must instead be heard in a court of competent jurisdiction of the State of New York.

## **Article 2 OWNER**

§2.3.5 Modify the first sentence of this Section to read: "The Owner shall furnish surveys which may be an existing survey certified to HHAC, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site."

§2.3.7 Delete entire Section.

§ 2.5 Modify this Section by deleting the following sentence beginning: "Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect..."

## **Article 3 CONTRACTOR**

§ 3.1.1. Modify this Section by adding the following phrase to the last sentence: "provided said representative is approved in writing by the Owner."

§ 3.4.1 Modify this Section by deleting the following clause from the first sentence: "Unless otherwise provided in the Contract Documents..."

§ 3.9.1 Modify the first sentence of this Section to read: "The Contractor shall employ a competent superintendent and necessary assistants all of whom shall be subject to the Owner's and HHAC's approval who shall be in attendance at the Project site during performance of the Work."

§ 3.9.3 Modify the first sentence of this Section to read: "The Contractor shall not employ a proposed superintendent to whom the Owner, Architect, Construction Manager, HHAC or DASNY has made reasonable and timely objection."

§ 3.10.1 Modify this Section by adding the following phrase to the end of the first sentence: "including the start and finish of each trade."

§ 3.16 Modify this Section to read: "The Contractor shall provide the Owner, HHAC, DASNY, Architect and Construction Manager access to the Work in preparation and progress wherever located."

## **Article 4 ARCHITECT**

§ 4.2.8 Modify the first sentence of this Section to read: "The Architect, the Construction Manager, DASNY and the Owner will have authority to reject Work that does not conform to the Contract Documents."

§ 4.2.19 Modify the last sentence of this Section to read: "When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor and will not show partiality to either."

## **Article 5 SUBCONTRACTORS**

§ 5.2.1 Modify by adding this paragraph to the end of this Section: "Names of proposed Subcontractors and suppliers for subcontracts or purchases exceeding \$50,000 shall be furnished to the Owner at least one week prior to execution of the Subcontract. The Owner may request pertinent information concerning subcontractors' ability or qualifications, business relationships, and nondiscrimination and Women/Minority Business status. The Contractor or Subcontractor shall furnish such information in ample time to avoid delay in the Work and prior to execution of the Subcontract. Failure to provide the requested information shall constitute a reasonable objection for the purposes of Article 5.2."

§5.3 Modify by adding the following sentence to end of this Section: "The retainage held by the Contractor from any Subcontractor shall not exceed 5% of the Subcontractor's payment application."

§ 5.4.2 Delete entire Section.

## **Article 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS If HHAC funds are allocated for change orders, the following apply for Article 6**

§ 6.1.1 Modify by adding the following sentence at the end of this Section: "The Contractor may not claim that additional cost is involved because of such action by the Owner."

## **Article 7 CHANGES IN THE WORK If HHAC funds are allocated for change orders, the following apply for Article 7**

§ 7.1.1 Modify by adding the following sentence at end of this Section: "Provided, however, the Contract Sum and Contract Time may be changed only by a Change Order or Construction Change Directive. Provided further, however, without invalidating the Contract, the Owner may order changes in the Work in writing by altering, adding to, or deducting from the Work of the Contract."

§ 7.1.2 After review and approval of a Change Order by the Owner, it must be executed by an authorized representative of the Owner with appropriate approval authority in accordance with the Owner's procedures.

§ 7.2.1.3 Modify this Subsection to read: "The extent of the adjustment, if any, in the Contract Time. No adjustment to the Contract Sum will be allowed solely for adjustment to Contract Time."

§ 7.2.2 No change in the Work is effective unless the Owner executes and delivers a Change Order to the Contractor. No alteration to the standard language of the Owner's Change Order form shall be accepted.

**§ 7.2.3** If the Contractor requests an adjustment to the Substantial Completion date for a change in the Work and the Owner agrees, an increase or decrease to the duration, in calendar days, shall be included in the Change Order.

**§ 7.2.4** No payment for a change in the Work is due the Contractor unless and until a Change Order is executed and delivered by the Owner to the Contractor and the Contractor has performed the change in the Work. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a decrease in the Contract amount shall be agreed upon by the Owner and the Contractor. The credit shall include the overhead and profit allocable to the deleted or changed Work unless the Owner, in its sole and exclusive discretion, determines otherwise.

**§ 7.3.4** Modify the first sentence of this Section to read: "If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager in consultation with the Architect, with the approval of the Owner and the Corporation, shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount."

**§ 7.4** Modify by adding the following sentence after the second full sentence, and then deleting the rest of the paragraph: "Under no circumstances shall a minor change in the Work result in an increase in the Contract Sum or the Contract Time."

Add the following new Sections:

### **§ 7.5 Notice to Proceed for a Change Request**

**§ 7.5.1.1** Notwithstanding section 7.1.1 of this Article , the Owner, at its discretion, may execute and deliver to the Contractor a Notice to Proceed, directing the Contractor to proceed immediately and diligently with the change in the Work described in such notice The Owner, upon execution and delivery of the Notice to Proceed to the Contractor, is obligated to adjust the Contract for the change in the Work described in the Notice to Proceed in accordance with the requirements of the Contract; the extent of the adjustment(s) will be determined using the method specified in the Notice to Proceed, this General Conditions Article and negotiations with the Contractor; the adjustment(s) will be stated in the Change Order to be executed and delivered by the Owner to the Contractor. The Owner shall determine the duration between execution and delivery of the Notice to Proceed and execution and delivery of the Change Order.

**§ 7.5.1.2** If, after the Owner has executed and delivered a Notice to Proceed to the Contractor for a change in the Work, the Owner and the Contractor cannot agree on the adjustment(s) to the Contract for the change in the Work described in such Notice to Proceed, the Owner shall execute and deliver a Forced Change Order to the Contractor in an amount and with such other provisions that the Owner considers to be fair and reasonable for the change in the Work described in such Notice to Proceed and Forced Change Order. If the Contractor does not accept the Forced Change Order, the Contractor shall strictly comply with the requirements of the Contract.

**§ 7.5.2** The Contractor, upon receipt of the Notice to Proceed, must proceed immediately and diligently with the change in the Work described in the Notice to Proceed while the adjustment(s) are determined. Contractor's failure to proceed immediately and diligently with any Notice to Proceed or Change Order executed and delivered by the Owner to the Contractor, unless the Owner in writing directs otherwise, shall be a material breach of the Contract.

§ 7.5.3 No alteration to the standard language of the Owner's Notice to Proceed form shall be accepted.

**§ 7.6 Information Required for Changes in the Work**

§ 7.6.1 For each change in the Work, the Contractor shall submit to the Owner, Architect, HHAC and its designated architectural consultant the necessary information related to the request and shall do so in the time and manner reasonably requested or as otherwise provided for within the Contract documents.

**§ 7.7 Overhead and Profit for Changes in the Work**

§ 7.7.1 Other than through the Change Order Process, no further overhead and profit will be allowed for changes to the Work performed by a Subcontractor under Subcontract with the Contractor or for major equipment or material supplier determined to be an Affiliate of or controlled by the Contractor.

§ 7.7.2 An Affiliate is considered to be any firm or entity in which the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire either owns 5% or more of the shares of, or is one of the five largest shareholders, a director, officer, member, partner or proprietor of said Subcontractor, major equipment or material supplier; a controlled firm is any firm or entity which, in the opinion of the Owner, is controlled by the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire. The Owner, in its sole discretion, will determine if a firm or entity is an Affiliate of or controlled by the Contractor.

§ 7.7.3. Notwithstanding any other provision of this Section, overhead and profit and other related costs shall be limited to \_\_\_% for changes in the Work performed by a Subcontractor not under Subcontract with the Contractor. No overhead and profit shall be paid on the premium portion of overtime pay. Where the changes in the Work involve both an increase and a reduction in similar or related Work, the overhead and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction.

**Article 8 TIME**

§ 8.2.3 Modify by adding the following paragraph to the end of this Section: "The Contractor shall notify the Owner and the Architect in writing within three days of the occurrence of any situation within or beyond the Contractor's control, which may delay the completion of the Work, and shall submit recommendations for avoiding or minimizing the delay after completing their due diligence."

§ 8.3.1 Modify the entire Section to read: "If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or the Owner's own forces, Separate Contractor, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, changes in Law, or government-imposed restrictions as a result of COVID-19 or another epidemic or pandemic, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, based on the recommendation of the Construction Manager, and the Corporation agrees, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, provided, however, that an extension of the Contract Time will only be permitted if (i) Contractor would not have otherwise been delayed as a result of its own acts or omissions, (ii) the delay could not have reasonably been anticipated by the Contractor, and (iii) the Contractor took all reasonable steps to mitigate the impact of such delay. Contractor shall not be entitled to any damages for any delay in its Work arising, in whole or in part, from any act or omission of Owner, the Architect, the Construction Manager, or their respective employees, agents, representatives or Separate Contractors, or anyone under the direction or control of

the foregoing. Notwithstanding the foregoing, however, if Contractor is entitled to an extension of time above, then Contractor shall be entitled to an equitable increase in the Contract Sum if any delay contemplated herein gives rise to additional general conditions costs. However, the Contractor waives any claim for lost profits or extended home office overhead or other increase in the Contract Sum on account of any such delay.”

**§ 8.3.2** Modify the entire Section to read: “Claims relating to an extension of the Contract Time shall be made in accordance with applicable provisions of Article 15.”

**§ 8.3.3** Modify the entire Section to read: “This Section 8.3 does not preclude the Owner from seeking recovery of damages for delay under other provisions of the Contract Documents. Failure by the Contractor to diligently prosecute the Work according to the Contract Documents shall constitute grounds for termination under Section 14.2.”

## **Article 9 PAYMENTS AND COMPLETION**

**§ 9.2** Modify the entire Section to read: “Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager and Architect for review and approval, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Construction Manager or Architect, the Owner, or the Corporation shall be used as a basis for reviewing the Contractor’s Applications for Payment. The schedule of values and supporting data shall be submitted to the Owner as soon as possible after the execution of the Contract (but no later than the submission of the Contractor’s first Application for Payment) and shall be in a form acceptable to the Owner.”

**§ 9.3.1** Modify by adding the following paragraph to the end of the Section: “Waivers of Lien, AIA G705 Contractor’s Affidavit of Payment of Debts and Claim, and AIA G706A Contractor’s Affidavit of Release of Liens must be submitted with each Application for Payment. The Construction Manager or Architect may require such other documents deemed necessary. In addition, a title continuance will be performed when 50%, 80%, and 90% of the Work is complete and a title search at 100% completion and 90 days after.”

**§ 9.3.2** Modify the entire section to read: “HHAC, at its sole discretion, will fund stored materials if deemed essential to the successful completion of the project. No materials and equipment shall be stored at a location on or off the Site prior to the agreement of Owner and HHAC. The Contractor shall provide the Owner and HHAC with written notice of the proposed location, security, environmental protections and the materials or equipment to be stored at that location at least fifteen (15) calendar days before such storage is sought to begin. Such notice does not obligate the Owner to pay for such stored material or equipment. Payment for stored material or equipment can be made only when the requirements for such payment in this Section and elsewhere in the Contract have been met. The Contractor shall provide the Owner and HHAC with information including, but not limited to: a general description of the material; a detailed list of the materials; a pre-approved storage area; segregation and identification of the material; insurance covering full value against all risks of loss or damage, with non-cancellation provision; immediate replacement agreement in event of loss or damage; agreement to pay the expense of all inspections of the material; ownership provisions; delivery guarantee; project completion statement; bill of sale, releases of liens, and inventory. The Owner, in its sole and exclusive discretion, may require the Contractor to certify, for materials stored off-site, that the materials comply with one or more requirements of the Contract or to provide documentary proof acceptable to the Owner that the materials comply with one or more requirements of the Contract.”

**§ 9.6.1** Modify the entire Section to read: "After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, subject to the terms of the HHAC Agreement."

**§9.7 Failure of Payment**

If the Construction Manager and Architect do not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager, and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, subject to audit by the County Comptroller as provided for in the Contract Documents.

**§ 9.8.1** Modify the entire Section to read: "Substantial completion shall occur when all of the following conditions are satisfied:

- .1 The applicable Government Entity has issued one or more temporary Certificate(s) of Occupancy covering the whole of the Project;
- .2 All utilities specified or required under the Contract Documents are connected and functioning properly;
- .3 Owner can use and/or occupy the Project for the intended use and purpose;
- .4 Contractor and Owner have agreed in writing upon a comprehensive list of items to be completed or corrected prior to the final payment (the "Punch List") or, if they are unable to agree; Architect shall have prepared and issued the Punch List to Contractor;
- .5 All Work, excepting the items on the Punch List and the Close-out Requirements, is complete in all respects in compliance with the Contract Documents;
- .6 Contractor has delivered to Owner a Claims Statement setting forth in detail all Contractor's claims against Owner connected with, or arising out of, this Contract or the Work and arising out of or based on events prior to the date when Contractor gives such statement to Owner;
- .7 Contractor has agreed in writing that Contractor will achieve Final Completion on a specified date (which shall be no later than sixty (60) days after the date of Substantial Completion);
- .8 Contractor has delivered to Owner all required operating manuals and manufacturer's (or Subcontractor's) warranties; and
- .9 Contractor has submitted to Owner written certification that all of the foregoing conditions have been satisfied; or
- .10 Alternatively, Substantial Completion shall occur on any date certified by Owner, who shall have discretion to waive any of the foregoing conditions."

**§ 9.8.5** Modify the first sentence of the Section to read: "The Certificate of Substantial Completion shall be submitted to the Owner for approval and to the Owner and the Contractor for their written acceptance of responsibilities assigned to them in such Certificate."

**§ 9.10.1** Modify the entire Section to read: “Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of final Application for Payment, the Architect and Construction Manager will promptly make such inspection and when the Construction Manager, Architect, the Owner and the Corporation find the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.”

**§ 9.10.3** Modify the first sentence of the Section to read: “Subject to the terms of the HHAC Agreement, if, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect and the HHAC, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.”

**§ 9.10.4** Delete entire Section.

## **Article 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.2.8** Modify the entire Section to read: “If either party suffers injury or damage to person or property because of an act of omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party and HHAC within a reasonable time not exceeding 3 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.”

**§ 10.3.2** Modify by adding the following paragraph to the end of the Section: “Any removal or abatement of asbestos, PCB, or other harmful substances carried out under this Contract or any Subcontract shall be performed by qualified personnel, properly protected and supervised, in accordance with the Contract Documents and all applicable laws and regulations. If any such removal or abatement is included in the Contract Documents, the Contractor shall include the time required for such removal or abatement including all necessary approvals and inspections, and the requirements of Article 10, in preparing construction schedules.

## **Article 11 INSURANCE AND BONDS**

**§ 11.1.1** Modify the first paragraph of the Section to read: “The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor, the Owner, the Architect and Architect’s consultants, the Construction Manager and the Construction Manager’s consultants, and HHAC from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.”

**§ 11.1.1.1** Modify by adding the following to the end of the Section: “Coverages shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final

payment. If the Contractor fails to purchase or maintain or require to be purchased and maintained the liability insurance specified by Article 11 of the General Conditions, the Owner may (but shall not be required to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefor by the Contractor."

**§ 11.1.2** Modify the entire Section to read: "The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder or specifically required in the Contract Documents on the date of execution of the Contract."

**§ 11.1.4** Modify the entire Section to read: "The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, HHAC, DASNY, the Architect and the Architect's Consultants, the Construction Manager and Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, HHAC, and DASNY as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

Modify by adding the following paragraph to end of the Section: "These certificates and the insurance policies required by Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire. This required insurance coverage shall be maintained through the end of the Contractor's guarantee period."

## **Article 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.2.1** Modify the first sentence of this Section to read: "The Contractor shall promptly correct Work rejected by the Architect, or Owner, deemed as defective or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed."

**§ 12.2.2.1** Modify the first sentence of this Section to read: "In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so whether performed by the Contractor, its Subcontractor, Sub-subcontractor, agents, or employees."

## **Article 13 MISCELLANEOUS PROVISIONS**

**§ 13.1** Modify the entire Section to read: "This Contract shall be governed by the laws of the State of New York."

**§ 13.2.1** Modify the entire Section to read: "The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, the Contractor shall not assign this Contract in whole or in part without the written consent of the Owner. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract."

**§ 13.2.3** Modify the Article by adding: "Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation"

for which it was intended, or if delivered at, or sent by registered or certified mail, by return receipt requested, or by courier service providing proof of delivery, to the parties at their addresses set forth above. Each party shall immediately notify the other in writing of any change in their address.”

§ 13.4.2 Modify this entire Section to read: “If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect, HHAC and DASNY of when and where tests and inspections are to be made so that the Architect, HHAC and DASNY may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.”

Add a new Section 13.4.7 to read as follows:

§ 13.4.7 The Contractor shall cooperate with reasonable requests by the Owner to allow interested parties, invited by the Owner, to visit and observe the Work in progress, provided that such visits do not constitute a safety hazard or interfere with the progress of Work.

§ 13.5 Delete entire Section.

#### **Article 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

Modify **Article 14** as follows:

§ 14.1.3 Modify this entire Section to read: “If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may upon seven days’ written notice to the Owner, HHAC, and Architect, terminate the Contract and recover from the Owner payment for all properly completed Work executed, as well as reasonable overhead and profit on such executed Work, and costs incurred by reason of such termination, but in no event shall Owner be liable to Contractor for any prospective loss including but not limited to lost profits or unabsorbed overhead on Work not performed. However, such payments to Contractor shall be less any setoffs to which Owner may be entitled.”

§ 14.2.1 Modify this Section by adding new subsections .5 and .6 and .7 to read:

.5 If the Contractor is adjudicated a bankrupt or makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Contractors insolvency; or

.6 the Contractor ceases performance or fails to commence the Work within 10 days after the Notice to Proceed is given; or

.7 If the Contractor is otherwise guilty of substantial breach of a provision of the Contract Documents.”

§ 14.2.2 Modify the first sentence of this Section to read: “When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, ten days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:”

§ 14.3.2 Modify first sentence to read: ““In the event a suspension, delay or interruption persists for 60 days...” With the remainder of 14.3.2 staying, but as a sentence continuation.

Add a new Section 14.4.4 to read as follows:

§ 14.4.4 In the event that the Corporation determines that State funds are unavailable at any time during the duration of the HHAC Agreement, and the HHAC Agreement is terminated, the Owner shall give

timely written notice to the Contractor of the termination and terminate this Contract. In the event of such termination the Owner shall be obligated to pay the Contractor only for Work reviewed and approved by all funders up to the time the written notice of the termination was received by the Contractor and costs incurred by reason of such termination.

**Article 15 CLAIMS AND DISPUTES**

§ 15.1.1 Modify by adding the following sentence to end of this Section: “No claims shall be allowed for conditions, which, while not directly visible, are readily inferable based on visible conditions.”

§ 15.1.2 Modify the entire Section to read: “The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 15.1.2.”

§ 15.1.3.1 Delete entire Section.

§ 15.1.4.1 Modify the first sentence of this Section to read: “Pending final resolution of a Claim or as provided in Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.”

**Article 16 ENTIRETY OF THE AGREEMENT**

Modify to add a new **Article 16** to read as follows:

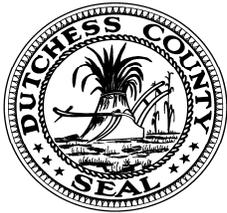
This Agreement, including those documents expressly included by reference by the terms of this Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Signature \_\_\_\_\_ Date \_\_\_\_\_



## **NOTICE TO PROCEED**

**TO: Contractor Name  
Attn:  
Address**

**DATE:**

**RE: BID No: RFB-DCH-01-26 Oakley Street Housing Support Center**

**Salutation:**

The County of Dutchess is pleased to issue a **Notice to Proceed** for the subject project. Construction shall begin within ten (10) business days from the date of the **Notice to Proceed**.

**The Notice to Proceed shall be signed and returned to the Project Owner via docusign within two (2) business days of receipt.**

If you have any questions, please contact the DPW – Engineering Division at (845)486-2925.

Sincerely,

Robert H. Balkind, P.E.  
Commissioner of Public Works

RHB:

### **ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the foregoing Notice to Proceed is hereby received and accepted.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PAYMENT BOND**

**Bond No. xxxxxxxxxxxx**

**CONTRACTOR:**

(Name, Legal Status and address)

XXXXXXXXXXXXXX

Address

City, State, Zip

**SURETY:**

(Name, legal status and principal place of business)

XXXXXXXXXXXXXXXXXXXXXX

Address

City, State Zip

**OWNER:**

(Name, Legal Status and address)

County of Dutchess

22 Market Street

Poughkeepsie, NY 12601

**CONSTRUCTION CONTRACT**

Date:

Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xxxxxxxx.xx)

Description:

(Name and Location) RFB-DCX-XX-XX Project Name

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xxxxxxxxxxxxxx.xx)

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: xxxxxxxxxxxxxxxxxxxxxxxx

(Corporate Seal)

Signature:

Name & Title:

*(Any Additional Signatures appear on the last page of this Payment Bond)*

(FOR INFORMATION ONLY – Name, Address and telephone)

**AGENT OR BROKER:**

XXXXXXXXXX

Address

XXXXXXXX, xx xxxxxxx

**SURETY**

Company: xxxxxxxxxxxxxxxxxxxxxxxx

(Corporate Seal)

Signature:

Name & Title:

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer, or other Party)

(if no engineer or architect)

Dutchess County – DPW

626 Dutchess Turnpike

Poughkeepsie, NY 12603

- § 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 shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of the 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 Section 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 shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
- .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
  - .2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).
- § 6 If a notice of non-payment required by Section 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 Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 7.2 shall 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 Section 7.1 or Section 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 shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall 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 shall 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 satisfy 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 payment 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 shall 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 Section 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 shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall 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 shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request 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:
- .1 The name of the Claimant;
  - .2 The name of the person for whom the labor was done, or materials or equipment furnished;
  - .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;
  - .4 a brief description of the labor, materials or equipment furnished;
  - .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;
  - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  - .7 the total amount of previous payments received by the Claimant; and
  - .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 shall be to include without limitation in the terms "labor materials or equipment" that part of 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows;

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)*

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

**SURETY**

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

**ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION**

STATE OF )  
COUNTY OF ) SS

On this ..... day of ....., ..... before me personally appeared  
..... to be known, who, being by me duly sworn, did depose and  
say; that he/she resides at ..... that he/she is the .....  
..... of ..... the corporation described in and which executed the within insurance  
instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is  
was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

**ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM**

STATE OF )  
COUNTY OF ) SS

On this ..... day of ....., ..... before me personally appeared  
..... to me know to be (the individual) (one of the firm  
of..... ), described in and who executed the within instrument and he/she  
thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

**ACKNOWLEDGEMENT OF SURETY COMPANY**

STATE OF )  
COUNTY OF ) SS

On this ....., before me personally came .....  
to me known, who, being by me duly sworn, did depose and say; that he/she resides in  
.....; that he/she is the Attorney-In-Fact of the  
..... the corporation described in which  
Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such  
corporate seal; that is was so affixed by the Board of Directors of said corporation; and that  
He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance  
of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to  
..... his/her certificate of qualification evidencing the qualification of said Company and  
its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as  
such; and that such certificate has not been revoked.

.....  
Notary Public

**XXXXXXXXXX XXXXXXXX INSURANCE COMPANY**

**XXXXXXXX, STATE**

*Financial Statement, xxxxx xx, 20xx*

Statutory Basis

**ASSETS**

U.S. Governmental Bonds	\$xxxxxx.xx
Bonds of Other Governments	\$xxxxxx.xx
State, County Municipal	
Miscellaneous Bonds	\$xxxxxx.xx
Stocks	\$xxxxxx.xx
Short Term Investments	<u>\$xxxxxx.xx</u>
	<u>\$xxxxxx.xx</u>
Real Estate	\$xxxxxx.xx
Cash	\$xxxxxx.xx
Agents' Balances (under 90 Day)	\$xxxxxx.xx
Other Invested Assets	\$xxxxxx.xx
Miscellaneous	<u>\$xxxxxx.xx</u>
Total Admitted Assets	<u>\$xxxxxx.xx</u>

**LIABILITIES**

Reserve for Claims	
and Claim Expense	\$xxxxxx.xx
Reserve for Unearned Premiums	\$xxxxxx.xx
Reserve for Taxes, License	
and Fees	\$xxxxxx.xx
Miscellaneous Liabilities	<u>\$xxxxxx.xx</u>
Total Liabilities	<u>\$xxxxxx.xx</u>
Capital Paid In	\$xxxxxxxx.xx
Surplus	<u>\$xxxxxxxx.xx</u>
Surplus as regards Policy Holders	<u>\$xxxxxxxx.xx</u>
Total Liabilities, Capital	
and Surplus	<u>\$xxxxxxxx.xx</u>

STATE OF XXXXXXXXX )  
COUNTY OF XXXXXXXXX )  
CITY OF XXXXXXXXXXXX )

XXXXXXXX, Title and xxxxxxxx, Title of the xxxxxxxxxxxx Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of xxx, xx, 20xx.

Subscribed and sworn to before me  
this xxx day of xxxxxx 20xx.

SEAL

\_\_\_\_\_  
Name & title

\_\_\_\_\_  
XXXXXXXXXX  
Notary Public

\_\_\_\_\_  
Name & Title

**PERFORMANCE BOND**

**Bond No. xxxxxxxxxxxx**

**CONTRACTOR:**

(Name, Legal Status and address)

XXXXXXXXXXXXXX

Address

City, State, Zip

**SURETY:**

(Name, legal status and principal place of business)

XXXXXXXXXXXXXXXXXXXXXX

Address

City, State Zip

**OWNER:**

(Name, Legal Status and address)

County of Dutchess

22 Market Street

Poughkeepsie, NY 12601

**CONSTRUCTION CONTRACT**

Date:

Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xxxxxxxx.xx)

Description:

(Name and Location) RFB-DCB-xx-xx project title

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xxxxxxxxxxxxxxxx.xx)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: xxxxxxxxxxxxxxxxxxxxxxxx

(Corporate Seal)

Signature:

Name & Title:

*(Any Additional Signatures appear on the last page of this Payment Bond)*

(FOR INFORMATION ONLY – Name, Address and telephone)

**AGENT OR BROKER:**

XXXXXXXXXX

Address

XXXXXXXX, xx xxxxxxxx

**SURETY**

Company: xxxxxxxxxxxxxxxxxxxxxxxx

(Corporate Seal)

Signature:

Name & Title:

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer, or other Party)

(if no engineer or architect)

Dutchess County – DPW

626 Dutchess Turnpike

Poughkeepsie, NY 12603

- § 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 Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall 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 Section 3.1 shall 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 shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .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 Section 3.1 shall 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 Section 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 Owner's 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 Section 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;
- .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
  - .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 Section 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 Section 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 Sections 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 shall not be reduced or set off on account of any such unrelated obligations. No right of action shall 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 subcontractors, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall 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 shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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 to the Contractor of 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows;

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)*

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

Signature:  
Name and Title:  
Address

**SURETY**

Company:

(Corporate Seal)

Signature:  
Name and Title:  
Address

**ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION**

STATE OF )  
COUNTY OF ) SS

On this ..... day of ....., ..... before me personally appeared  
..... to be known, who, being by me duly sworn, did dispose and  
say; that he/she resides at ..... that he/she is the .....  
..... of ..... the corporation described in and which executed the within insurance  
instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is  
was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

**ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM**

STATE OF )  
COUNTY OF ) SS

On this ..... day of ....., ..... before me personally appeared  
..... to me know to be (the individual) (one of the firm  
of.....), described in and who executed the within instrument and he/she  
thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

**ACKNOWLEDGEMENT OF SURETY COMPANY**

STATE OF )  
COUNTY OF ) SS

On this ....., before me personally came .....  
to me known, who, being by me duly sworn, did depose and say; that he/she resides in  
.....; that he/she is the Attorney-In-Fact of the  
..... the corporation described in which  
Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such  
corporate seal; that is was so affixed by the Board of Directors of said corporation; and that  
He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance  
of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to  
.....his/her certificate of qualification evidencing the qualification of said Company and  
its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as  
such; and that such certificate has not been revoked.

.....  
Notary Public

**XXXXXXXXXX XXXXXXXX INSURANCE COMPANY**

**XXXXXXXX, STATE**

*Financial Statement, xxxxx xx, 20xx*

Statutory Basis

**ASSETS**

U.S. Governmental Bonds	\$xxxxxx.xx
Bonds of Other Governments	\$xxxxxx.xx
State, County Municipal	
Miscellaneous Bonds	\$xxxxxx.xx
Stocks	\$xxxxxx.xx
Short Term Investments	<u>\$xxxxxx.xx</u>
	<u>\$xxxxxx.xx</u>
Real Estate	\$xxxxxx.xx
Cash	\$xxxxxx.xx
Agents' Balances (under 90 Day)	\$xxxxxx.xx
Other Invested Assets	\$xxxxxx.xx
Miscellaneous	<u>\$xxxxxx.xx</u>
Total Admitted Assets	<u>\$xxxxxx.xx</u>

**LIABILITIES**

Reserve for Claims	
and Claim Expense	\$xxxxxx.xx
Reserve for Unearned Premiums	\$xxxxxx.xx
Reserve for Taxes, License	
and Fees	\$xxxxxx.xx
Miscellaneous Liabilities	<u>\$xxxxxx.xx</u>
Total Liabilities	<u>\$xxxxxx.xx</u>
Capital Paid In	\$xxxxxx.xx
Surplus	<u>\$xxxxxx.xx</u>
Surplus as regards Policy Holders	<u>\$xxxxxxxx.xx</u>
Total Liabilities, Capital	
and Surplus	<u>\$xxxxxxxx.xx</u>

STATE OF XXXXXXXX )  
COUNTY OF XXXXXXXX )  
CITY OF XXXXXXXXXXXX )

XXXXXXXX, Title and xxxxxxxx, Title of the xxxxxxxxxxxxxx Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of xxxx, xx, 20xx.

Subscribed and sworn to before me  
this xxx day of xxxxxx 20xx.

SEAL

\_\_\_\_\_  
Name & title

\_\_\_\_\_  
XXXXXXXXXX  
Notary Public

\_\_\_\_\_  
Name & Title

# Conditions of the Contract

HHAC, OTDA, and HHAP Introduction & Hold Harmless Rider  
NYS Prevailing Wage Rates

Pre-Demolition Environmental Survey Report (uploaded as separate document)

Construction Drawings (uploaded as separate document)

Technical Specifications (uploaded as separate document)

## **INTRODUCTION**

The Homeless Housing and Assistance Corporation (HHAC) and the New York State Office of Temporary and Disability Assistance (OTDA) awarded funding to the sponsoring agency under the Homeless Housing and Assistance Program (HHAP).

The Homeless Housing and Assistance Program, as enacted by Chapter 61 of the Laws of 1983, authorized a program of State financial assistance to provide grants or loans to acquire, construct and rehabilitate housing in order to expand the supply of housing for low income persons who are, or would otherwise be, homeless. A homeless person is defined as an undomiciled person (whether alone or as a member of a family) who is unable to secure permanent and stable housing without special assistance, as determined by the Commissioner of OTDA. Not-for-profit corporations and their subsidiaries, charitable organizations, municipalities and public corporations are eligible to be funded.

The HHAC is a subsidiary of the New York State Housing Finance Agency (HFA) and is administered by staff of OTDA. The HFA issues bonds to finance the costs of the HHAP projects.

## **Hold Harmless Rider**

The Contractor assumes complete responsibility and will be held liable for any/all acts and any/all injury to or death of any persons and for damage to property by the Contractor with regard to this Agreement. This rider is to be made part of all contract with Subcontractor, Material Suppliers and Consultants and the Contractor shall Hold Harmless the Owner, NYS Office of Temporary and Disability Assistance, Homeless Housing Assistance Corporation, Dormitory Authority/HHAP's Architectural Consultant and Architect from and against any and all loss and/or expense which they may suffer or pay as a result of claims or suits due to any and all such injuries, deaths and/or damage. The Contractor, if requested, shall assume and defend, at his own expense, any suit or other legal proceedings arising from this Agreement. Nothing contained within this Agreement shall operate as a limitation on any indemnification of the Owner, NYS Office of Temporary and Disability Assistance, Homeless Housing Assistance Corporation, Dormitory Authority/HHAP's Architectural Consultant and Architect by the Contractor set forth in any other document executed by the Contractor in connection with the construction of the Project.

Nor HHAP or DASNY/HHAP's Architectural Consultant has made it mandatory for the Architect/Engineer/Consultant to carry Professional Liability Insurance (most architects do carry Professional Liability Insurance; however, the limit is unknown).



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Dutchess County  
Christopher Sterbenz, Contract Specialist  
626 Dutchess Turnpike  
Poughkeepsie NY 12603

Schedule Year 2025 through 2026  
Date Requested 01/12/2026  
PRC# 2026000467

Location 26 Oakley Street  
Project ID#  
Project Type The conversion of existing building to a housing support center, work including selective demolition, reconstruction, alterations to electrical, plumbing, HVAC systems, and ADA/code compliance of

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

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

The schedule is effective from July 2025 through June 2026. 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 12240

# General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

## Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

## Contractor Registry

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

For additional information, please visit [online](#).

## Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

## Hours

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

## Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](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

## **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

Dutchess County  
Christopher Sterbenz, Contract Specialist  
626 Dutchess Turnpike  
Poughkeepsie NY 12603

Schedule Year 2025 through 2026  
Date Requested 01/12/2026  
PRC# 2026000467

Location 26 Oakley Street  
Project ID#  
Project Type The conversion of existing building to a housing support center, work including selective demolition, reconstruction, alterations to electrical, plumbing, HVAC systems, and ADA/code compliance of

### 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.

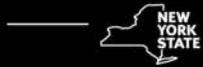
**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

**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.

\*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at [data.ny.gov](https://data.ny.gov) to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

\*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

#### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

### **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.

### **Shift Work**

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

### **Paid Prenatal Leave**

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

### **Apprentice Training Ratios**

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

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

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

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

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

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

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

**Dutchess County General Construction**

**Boilermaker** **01/01/2026**

**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:	07/01/2025	01/01/2026
Boilermaker	\$ 68.88	\$ 70.38
Repairs & Renovations	68.88	70.38

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

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

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

**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**  
 (1/2) Year Terms at the following percentage of Boilermaker's wage per hour:

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

SUPPLEMENTAL BENEFITS:

33.5% of Hourly Wage Paid Plus Amount Below:

1st	2nd	3rd	4th	5th	6th	7th
\$20.36	21.28	22.22	23.12	24.07	25.00	25.93

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

4-5

**Broadband** **01/01/2026**

**JOB DESCRIPTION** Broadband **DISTRICT 4**

**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, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**  
 Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

**WAGES**  
 NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN-TELEDATA

Per Hour:	07/01/2025	08/04/2025
Field Tech	\$ 51.31	\$ 52.85

**Install/Repair**

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

Note: EXCLUDES work within ten (10) feet of High Voltage (600 Volts and over) transmission lines for this work, please see LINEMAN

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 23.24

**OVERTIME PAY**

See (B, K, \*R) on OVERTIME PAGE  
 \* Two and one half times the hourly rate after the 8th hour

**HOLIDAY**

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE  
 Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

**Carpenter**

**01/01/2026**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange

**WAGES**

Per hour: 07/01/2025

Building: \$ 47.83  
 Millwright + 8.44\*

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

**SUPPLEMENTAL BENEFITS**

Per hour: Journeyman \$ 35.39

**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
\$ 28.76	\$ 31.29	\$ 35.82	\$ 44.88
+ 4.40*	+ 5.19*	+ 5.94*	+ 7.44*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 23.45	\$ 25.24	\$ 27.35	\$ 30.08

8-740.2

**Carpenter**

**01/01/2026**

**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: 07/01/2025

Carpet/Resilient

Floor Coverer \$ 36.78  
+ 3.48\*

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 29.09

**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
	\$17.04	\$20.32	\$25.22	\$30.14
	+ 2.54*	+ 2.54*	+ 2.54*	+ 2.54*

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

Supplemental Benefits per hour - All apprentice terms:

\$ 21.47

8-2287D&O

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**Carpenter**

**01/01/2026**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2025

Marine Construction:

Marine Diver \$ 76.46  
+ 10.16\*

Marine Tender \$ 56.00  
+ 10.16\*

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 46.48

**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	\$ 27.98
	+ 5.66*
2nd year	33.58
	+ 5.66*
3rd year	41.96
	+ 5.66*
4th year	50.35
	+ 5.66*

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

Supplemental Benefits  
Per Hour:

All terms \$ 33.03

8-1456MC

**Carpenter - Building / Heavy&Highway**

**01/01/2026**

**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):

	07/01/2025	07/01/2026
Base Wage	\$ 38.34	Additional
	+ 6.38*	\$ 2.30**

Applies to Diver (Wet):

Base Wage	\$ 50.00
	+ 6.38*

\*For all hours paid straight or premium.

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

**SHIFT WORK**

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 31.66

**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
\$ 19.17	\$ 23.00	\$ 26.84	\$ 30.67
+3.09*	+3.09*	+3.09*	+3.09*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 16.81

11-279.2B/H&H

**Electrician**

**01/01/2026**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Putnam, Rockland

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:

	07/01/2025
Electrician Wireman/Technician	\$ 51.50
	+ 10.00*

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

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

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

**SHIFT WORK**

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

Between 4:30pm & 12:30am	\$ 60.43
	+ 10.00*
Between 12:30am & 8:30am	\$ 67.69
	+ 10.00*

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2025
Journeyman	\$ 30.69 plus
	3% of straight
	or premium wage

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

07/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 17.00	\$ 20.60	\$ 25.75	\$ 30.90	\$ 36.05	\$ 38.63
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

2nd Shift	19.94	24.17	30.22	36.26	42.30	45.32
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	22.34	27.08	33.85	40.01	47.38	50.77
	+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:**  
 07/01/2025

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

11-363/1

**Electrician** **01/01/2026**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**  
 Sullivan, Ulster

**PARTIAL COUNTIES**

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

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

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

**WAGES**

Per hour:

Electrician Wireman/ Technician	07/01/2025
Electrical/Technician Projects	
under \$ 250,000.00	\$ 47.50
	+ 10.00*
over \$ 250,000.00	\$ 51.50
	+ 10.00*

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

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

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

**SHIFT WORK**

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

Shift worked between 4:30pm & 12:30am	
Electrical/Technician Projects	
under \$ 250,000.00	\$ 55.73
	+ 10.00*
over \$ 250,000.00	\$ 60.43
	+ 10.00*
Shift worked between 12:30am & 8:30am	
Electrical/Technician Projects	
under \$ 250,000.00	\$ 62.43
	+ 10.00*
over \$ 250,000.00	\$ 67.69
	+ 10.00*

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2025  
 Journeyman \$ 30.69 plus  
 3% of straight  
 or premium wage

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

**WAGES:**

(1)year terms at the following rates

07/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 17.00	\$ 20.60	\$ 25.75	\$ 30.90	\$ 36.05	\$ 38.63
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.94	24.17	30.22	36.26	42.30	45.32
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	22.34	27.08	33.85	40.61	47.38	50.77
	+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:**

07/01/2025	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

**Elevator Constructor**

**01/01/2026**

**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	07/01/2025	01/01/2026
Mechanic	\$ 73.07	\$ 76.12
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2025	01/01/2026
Journeyworker/Helper	\$ 38.435*	\$ 38.985*

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

**Glazier** **01/01/2026**

**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

	07/01/2025	11/01/2025
Glazier, Glass Tinting and Window Film	\$ 64.23	\$ 65.23
Scaffolding, including swing scaffold	69.23	70.23
*Mechanical Equipment	65.23	66.23
**Repair & Maintenance	31.71	32.44

\*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

**SUPPLEMENTAL BENEFITS**

Per hour:

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 43.03	\$ 43.88
Repair & Maintenance	25.12	25.37

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

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

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2025	11/01/2025
1st term	\$ 22.79	\$ 23.29
2nd term	31.15	31.71
3rd term	41.53	42.23
4th term	50.90	51.70

Supplemental Benefits:

(Per hour)

1st term	\$ 19.56	\$ 19.80
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2nd term	27.85	28.31
3rd term	33.49	34.09
4th term	36.73	37.41

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**01/01/2026**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour: 07/01/2025

Insulator/Fire Stop Work\* \$ 62.42

Discomfort & Additional Training\*\* 65.48

\* 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 \$10 a day for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Insulator/Fire Stop Journeyworker: \$ 38.90

Discomfort & Additional Training: \$ 40.94

**OVERTIME PAY**

See (B, E, E2, Q) 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
\$ 33.91	\$ 39.61	\$ 45.31	\$ 51.02

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 35.44	\$ 41.44	\$ 47.45	\$ 53.47

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 19.81
2nd term	23.62
3rd term	27.44
4th term	31.26

Discomfort & Additional Training Apprentices:

1st term	\$ 20.82
2nd term	24.85
3rd term	28.88
4th term	32.91

**Ironworker**

**01/01/2026**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

**WAGES**

Per hour:

	07/01/2025	07/01/2026
Structural	\$ 52.88	Additional \$ 2.00*
Reinforcing	52.88	2.00*
Ornamental	52.88	2.00*
Chain Link Fence	52.88	2.00*

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

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

**SHIFT WORK**

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

1st Shift	\$ 52.88
2nd Shift	57.94
3rd Shift	63.04

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 47.33

**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	\$ 26.45	\$ 31.73	\$ 37.03	\$ 42.31
2nd Shift	31.75	36.98	42.23	47.47
3rd Shift	35.22	40.78	46.36	51.92

Supplemental Benefits per hour:

	07/01/2025
1st year	\$ 41.21
2nd year	42.43
3rd year	43.66
4th year	44.88

11-417

**Laborer - Building**

**01/01/2026**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

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

**WAGES**

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL\*

WAGES: (per hour)

	07/01/2025	06/01/2026
		Additional
Class 4	\$ 51.45	\$ 2.99*

\*To be allocated at a later date.

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

**SHIFT WORK**

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 33.95
Shift	\$ 41.29

**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.

	07/01/2025
1st term	\$ 29.50
2nd term	34.05
3rd term	38.60
4th term	43.15

Supplemental Benefits per hour:

All Terms Regular	\$ 30.35
All Terms Shift Rate	36.75

11-17tox B

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**Laborer - Building** **01/01/2026**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

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

**WAGES**

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

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

WAGES per hour: 07/01/2025

GROUP # 1	\$ 41.10*
GROUP # 2	43.45*

\*Subtract \$ 4.50 to calculate overtime premium

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 31.50
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**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour: 07/01/2025

1000 Hour terms

1st term	\$ 29.50
2nd term	34.05
3rd term	38.60
4th term	40.00

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

Supplemental Benefits per hour:

All terms \$ 24.60

8-235

**Laborer - Heavy&Highway**

**01/01/2026**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

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

**WAGES**

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator , Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalars, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre -cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track), Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person , Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

Group VII: Operator Qualified Gas Mechanic

WAGES per hour 07/01/2025

Group I: \$ 51.40

Group II:	49.99
Group III:	49.58
Group IV:	49.21
Group V:	48.85
Group V(A):	42.25
Group VI:	50.93
Group VII:	61.80

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

**SHIFT WORK**

Supplemental Benefits: \$ 41.60\*

\*Applies for contracting agency mandated irregular shift work

All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2025
Journeyman	\$ 30.60

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour  
 1000 hour year terms

1st Term	\$ 29.50
2nd Term	34.05
3rd Term	38.60
4th Term	40.00

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

Supplemental Benefits per hour:	
All Terms	\$ 24.60

8-235h

**Laborer - Heavy&Highway** **01/01/2026**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

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

**WAGES**

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

WAGES:(per hour)	07/01/2025	06/01/2026
Class 3	\$ 54.00	\$ 56.05

**SHIFT WORK**

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

**SUPPLEMENTAL BENEFITS**

Per hour:		
Journeyman	\$ 34.03	\$ 35.28
Shift	39.60	41.37

**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 or Friday recognized, Double Benefits for all hours worked.

\*\*\*For Sunday Holidays or Monday recognized, Double 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.

	07/01/2025
1st term	\$ 29.50
2nd term	34.05
3rd term	38.60
4th term	43.15

Supplemental Benefits per hour:

All Terms Regular	\$ 30.35
All Terms Shift Rate	35.27

11-17tox HH

**Laborer - Tunnel**

**01/01/2026**

**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)

	07/01/2025	06/01/2026
		Additional
Class 1	\$ 58.55	\$ 2.75*
Class 2	60.70	2.75*
Class 4	67.10	2.75*
Class 5	51.40	2.75*

\*To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 37.88
Benefit 2	54.01
Benefit 3	70.12

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

Benefit 2 applies to over 8 hours in a day (M-F) 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 01/01/2026**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

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

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

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

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

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
<b>Group A:</b>				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
<b>Group B:</b>				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
<b>Group C:</b>				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
<b>Group D:</b>				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

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

<b>Group A:</b>				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47

Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94
Group B: Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C: Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D: Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

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

Group A: Lineman, Tech, Welder	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58
Group B: Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93
Group C: Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82
Group D: Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

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

Group A: Lineman, Tech, Welder	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B: Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19
Group C: Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D: Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

**SHIFT WORK**

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction. WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

6-1249a

**Lineman Electrician - Teledata** **01/01/2026**

**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**

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E, solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour:	07/01/2025
Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

For outside work, stopping at first point of attachment (demarcation).

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

**SHIFT WORK**

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 5.77  
 \*plus 3% of  
 the hour  
 wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting**

**01/01/2026**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

**WAGES**

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

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

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

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

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
<b>Group A:</b>				
Lineman, Technician	\$ 54.19	\$ 56.70	\$ 58.85	\$ 61.15
Crane, Crawler Backhoe	54.19	56.70	58.85	61.15
Certified Welder	56.90	59.54	61.79	64.21
<b>Group B:</b>				
Digging Machine	\$ 48.77	\$ 51.03	\$ 52.97	\$ 55.04
<b>Group C:</b>				
Tractor Trailer Driver	\$ 46.06	\$ 48.20	\$ 50.02	\$ 51.98
Groundman, Truck Driver	43.35	45.36	47.08	48.92
Equipment Mechanic	43.35	45.36	47.08	48.92
<b>Group D:</b>				
Flagger	\$ 32.51	\$ 34.02	\$ 35.31	\$ 36.69

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

**SHIFT WORK**

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction. WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

6-1249aReg8LT

**Lineman Electrician - Tree Trimmer**

**01/01/2026**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:	07/01/2025	01/01/2026	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	29.35	30.67	32.05
Equipment Mechanic	29.35	29.35	30.67	32.05
Truck Driver	23.85	23.85	24.93	26.05
Groundman	19.64	19.64	20.53	21.45
Flagger	15.50	16.00	16.20	16.93

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 10.98*	\$ 10.98*	\$ 11.23*	\$ 11.48*
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\* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

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

6-1249TT

**Mason - Building**

**01/01/2026**

**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:

	07/01/2025	07/07/2025	01/05/2026
Marble Cutters & Setters	\$ 64.21	\$ 64.66	\$ 65.21

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker	\$ 40.51	\$ 40.82	\$ 41.02
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**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:

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+
07/01/2025	\$27.24	\$40.84	\$44.25	\$47.63	\$51.05	\$54.58	\$60.99	\$64.21
07/07/2025	\$27.60	\$41.50	\$44.98	\$48.45	\$51.94	\$54.81	\$64.66	\$64.66
01/05/2026	\$27.39	\$41.07	\$44.49	\$47.91	\$51.33	\$53.73	\$65.21	\$65.21

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2025	\$26.88	\$30.14	\$30.95	\$31.78	\$32.59	\$38.07	\$39.71	\$40.51
07/07/2025	\$26.95	\$30.02	\$30.78	\$31.55	\$32.32	\$38.53	\$40.82	\$40.82
01/05/2026	\$28.60	\$31.67	\$32.43	\$33.20	\$33.97	\$40.73	\$41.02	\$41.02

9-7/4

**Mason - Building**

**01/01/2026**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 11**

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2025

Bricklayer	\$ 47.96
Cement Mason	47.96
Plasterer/Stone Mason	47.96
Pointer/Caulker	47.96

Additional \$1.00 per hour for power saw work  
 Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK**

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

- Irregular workday requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 38.61
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**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%

11-5du-b

**Mason - Building**

**01/01/2026**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour: 07/01/2025 12/01/2025 06/01/2026  
 Additional

Tile, Marble, & Terrazzo Mechanic/Setter	\$ 58.52	\$ 58.91	\$ 1.12
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**SUPPLEMENTAL BENEFITS**

Per Hour:		
Journeyworker:	\$ 26.16* +6.16	\$ 26.66* +6.17

\* 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
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500
07/01/2025 \$22.34	\$27.46	\$34.56	\$39.66	\$43.35	\$46.96	\$50.69	\$55.79	\$58.36	\$65.03
12/01/2025 \$22.70	\$27.86	\$35.07	\$40.22	\$43.96	\$47.61	\$51.39	\$56.55	\$59.16	\$65.54

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2025 \$13.00* + 0.76	\$13.00* + 0.81	\$16.11* + 0.92	\$16.11* + 0.97	\$17.11* + 1.44	\$18.61* + 1.49	\$19.61* + 1.92	\$19.61* + 1.97	\$19.61* + 4.57	\$29.61* + 8.53
12/01/2025 \$13.00* + 0.76	\$13.00* + 0.82	\$16.11* + 0.92	\$16.11* + 0.97	\$17.11* + 1.44	\$18.61* + 1.50	\$19.61* + 1.93	\$19.61* + 1.98	\$19.61* + 4.58	\$30.11* + 8.54

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
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500
07/01/2025 \$21.31	\$25.76	\$27.62	\$32.09	\$35.13	\$39.09	\$42.67	\$46.14	\$47.59	\$51.76
12/01/2025 \$22.31	\$26.76	\$28.62	\$33.09	\$36.13	\$39.59	\$42.67	\$47.14	\$48.59	\$51.31

Supplemental Benefits per hour:

(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2025 \$14.00* + 0.76	\$14.00* + 0.81	\$16.61* + 0.85	\$16.61* + 0.90	\$17.61* + 1.36	\$18.11* + 1.41	\$18.61* + 1.83	\$19.61* + 1.88	\$19.61* + 4.94	\$24.36* + 5.03
12/01/2025 \$13.00* + 0.76	\$13.00* + 0.81	\$15.61* + 0.85	\$15.61* + 0.90	\$16.61* + 1.36	\$17.61* + 1.41	\$18.61* + 1.83	\$18.61* + 1.88	\$18.61* + 4.94	\$31.36* + 7.50

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

**Mason - Building** **01/01/2026**

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

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

**WAGES**

Per hour:	07/01/2025	12/01/2025	06/01/2026
Building			Additional
Tile, Marble, & Terrazzo Finisher	\$ 48.18	\$ 48.39	\$ 0.95*

\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Journeyworker:

Per Hour	\$ 22.96* + 6.02	\$ 23.51* + 6.03
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\*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY**  
 See (A, \*E, Q) on OVERTIME PAGE  
 Double time rate applies after 10 hours on Saturdays.

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

**Mason - Heavy&Highway** **01/01/2026**

**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:	07/01/2025
Bricklayer	\$ 48.46
Cement Mason	48.46
Marble/Stone Mason	48.46
Plasterer	48.46
Pointer/Caulker	48.46

Additional \$1.00 per hour for power saw work  
 Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK**  
 When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular workday requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyman	\$ 38.61

**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%

11-5du-H/H

**Operating Engineer - Building**

**01/01/2026**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

**PARTIAL COUNTIES**

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

**WAGES**

NOTE: Construction surveying

Party Chief—One who directs a survey party

Instrument Man—One who runs the instrument and assists Party Chief.

Rodman—One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2025

Building Construction:

Party Chief	\$ 81.94
Instrument Man	60.49
Rodman	40.63

Steel Erection:

Party Chief	\$ 84.04
Instrument Man	63.19
Rodman	43.31

Heavy Construction-NYC counties only:  
 (Foundation, Excavation.)

Party Chief	\$ 88.97
Instrument man	66.04
Rodman	55.85

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2025

Building Construction	\$ 29.45* + 7.65
Steel Erection	31.25* + 7.65
Heavy Construction	32.06* + 7.64

\* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:

\$ 22.48

**OVERTIME PAY**

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.  
Code "B" applies to Heavy Construction and Steel Erection and has double the rate after 8 hours on Saturdays.

**HOLIDAY**

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

**Operating Engineer - Building**

**01/01/2026**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

**GROUP I:**

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing, Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)	07/01/2025	03/02/2026
<b>GROUP I</b>		
Cranes- up to 49 tons	\$ 69.25	\$ 71.19
Cranes- 50 tons to 99 tons	71.67	73.69
Cranes- 100 tons and over	81.89	84.27
GROUP I-A	60.56	62.20
GROUP I-B	55.77	57.24
GROUP II	58.42	59.98
GROUP III-A	56.26	57.75
GROUP III-B	53.54	54.93
GROUP IV-A	55.69	57.16
GROUP IV-B	47.01	48.17
GROUP V	50.72	52.01
Group VI-A	59.54	61.05
GROUP VI-B		
Utility Man	48.10	49.30
Warehouse Man	50.44	51.72

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
 Loader operators over 5 cubic yard capacity additional .50 per hour.  
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 32.92	34.52
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 15, 25, 26, 28) on HOLIDAY PAGE

8-137B

**Operating Engineer - Building**

**01/01/2026**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

NOTE:

- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

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

CLASS A:

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

CLASS B:

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

**CLASS C:**

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

**WAGES per hour**

07/01/2025

Class A1*	\$ 55.42
Class A	\$ 54.93
Class B	\$ 53.91
Class C	\$ 51.01

**(\*) TONNAGE RATING PREMIUMS:**

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

- All cranes 1000 tons and over, A1 rate plus \$7.00
- All cranes 800-999 tons, A1 rate plus \$6.00
- All cranes 600-799 tons, A1 rate plus \$5.00
- All cranes 400-599 tons, A1 rate plus \$4.00
- All cranes 200-399 tons, A1 rate plus \$3.00
- All cranes 111-199 tons, A1 rate plus \$2.25
- All cranes 110 tons and under, A1 rate only

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2025

Journeyworker	\$ 33.50
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

07/01/2025

All terms	\$ 28.80
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1-158 Alb

**Operating Engineer - Building**

**01/01/2026**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Broome, Chenango, Tioga

**PARTIAL COUNTIES**

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

**WAGES**

**NOTE:**

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

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

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

**CLASS A:**

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

**CLASS B:**

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

**CLASS C:**

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

**WAGES per hour**

07/01/2025

Class A1*	\$ 51.71
Class A	\$ 49.31
Class B	\$ 48.85
Class C	\$ 46.54

**(\*) TONNAGE RATING PREMIUMS:**

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

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

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

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

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

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

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

All cranes 110 tons and under, A1 rate only

(\*\*)Additional \$0.50 per hr over A1 rate for Tower Cranes (no tonnage premium applies)

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2025

Journeyworker	\$ 32.95
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

All terms	07/01/2025 \$ 28.35
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1-158 BCT

**Operating Engineer - Heavy&Highway**

**01/01/2026**

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

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck, Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2025	03/02/2026
Group I	\$ 70.57	\$ 72.77
Group I-A	62.07	63.97
Group I-B	65.47	67.49

Group II-A	59.40	61.21
Group II-B	61.30	63.17
Group III	58.34	60.12
Group IV	52.91	54.49
Group IV-B	45.28	46.59
Group V		
Engineer All Tower, Climbing and Cranes of 100 Tons	80.08	82.61
Hoist Engineer(Steel)	72.41	74.67
Engineer(Pile Driver)	77.30	79.73
Jersey Spreader, Pavement Breaker (Air Ram)Post Hole Digger	60.80	62.66

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

**SHIFT WORK**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:	\$ 36.48 up to 40 Hours	\$ 38.08 up to 40 hours
	After 40 hours \$ 26.58* PLUS \$ 1.40 on all hours worked	After 40 hours \$ 27.63* PLUS \$ 1.45 on all hours worked

\*This amount is subject to premium

**OVERTIME PAY**

See (B, E, P, \*R, \*\*U) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 15, 25, 26, 28) on HOLIDAY PAGE  
 Overtime..... See ( 5, 6, 8, 15, 25, 26 ) on OVERTIME PAGE

\* For Holiday codes 8,15,25,26 code R applies  
 \*\* For Holiday codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

1st term	\$ 37.24	\$ 38.38
2nd term	43.45	44.78
3rd term	49.66	51.18
4th term	55.86	57.57

Supplemental Benefits per hour:

\$ 27.98	\$ 29.08
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8-137HH

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**Operating Engineer - Heavy&Highway** **01/01/2026**

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

**DISTRICT** 1

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

**NOTE:**

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

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

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

**CLASSIFICATION A:**

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

**CLASSIFICATION B:**

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

**CLASSIFICATION C:**

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

**WAGES per hour**

07/01/2025

Class A1*	\$ 60.30
Class A	57.30
Class B	56.39
Class C	53.82

**(\*) TONNAGE RATING PREMIUMS:**

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00
- Cranes from 65-110 tons, A1 rate plus \$1.50
- Cranes from 0-64 Tons, A1 rate only

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

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

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

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

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

**SHIFT WORK**

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

**SUPPLEMENTAL BENEFITS**

Per hour  
 07/01/2025  
 Journeyworker \$ 33.70

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour worked  
 07/01/2025  
 All Terms \$ 28.30

1-158H/H Alb

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**Operating Engineer - Heavy&Highway** **01/01/2026**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway **DISTRICT 9**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: South of the North city line of Poughkeepsie

**WAGES**

Party Chief - One who directs a survey party  
 Instrument Man - One who runs the instrument and assists Party Chief  
 Rodman - One who holds the rod and in general, assists the Survey Crew  
 Categories cover GPS & Underground Surveying

Per Hour: 07/01/2025  
 Party Chief \$ 85.77  
 Instrument Man 63.48  
 Rodman 53.53

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2025  
 All Categories  
 Straight Time: \$ 32.06\* + \$7.64  
 Premium:  
 Time & 1/2 \$ 48.09\* + \$7.64  
 Double Time \$ 64.12\* + \$7.64

\*This portion is subject to the SAME premium as wages.

Non-Worked Holiday Supplemental Benefits:  
 \$ 22.47

**OVERTIME PAY**

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

\* Doubletime paid on all hours in excess of 8 hours on Saturday

**HOLIDAY**

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

**Operating Engineer - Heavy&Highway - Tunnel**

**01/01/2026**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines, Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2025	03/02/2026
GROUP I	\$ 70.57	\$ 72.77
GROUP I-A	62.07	63.97
GROUP I-B	65.47	67.49
GROUP II-A	59.40	61.21

GROUP II-B	61.30	63.17
GROUP III	58.34	60.12
GROUP IV-A	52.91	54.49
GROUP IV-B	45.28	46.59
GROUP V-A		
Engineer-Cranes	80.08	82.61
Engineer-Pile Driver	77.30	79.73
Hoist Engineer	72.41	74.67
Jersey Spreader/Post		
Hole Digger	60.80	62.66

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

**SHIFT WORK**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

\$ 36.48 up to 40 hours	\$ 38.08 up to 40 hours
After 40 hours \$26.58 plus \$1.40 on all hours worked	After 40 hours \$27.63 plus \$1.45 on all hours worked

**OVERTIME PAY**

See (D, O, \*U, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies.

For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

1st term	\$ 37.24	\$ 38.38
2nd term	43.45	44.78
3rd term	49.66	51.18
4th term	55.86	57.57

Supplemental Benefits per hour:

All terms	\$ 27.98	\$ 29.08
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8-137Tun

**Operating Engineer - Marine Dredging**

**01/01/2026**

**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 wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2025	10/01/2025
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator with MOTV	\$ 47.07	\$ 48.48
CLASS A2 Crane Operator (360 swing)	41.94	43.20
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 I/II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	40.71	41.93
CLASS B2 Certified Welder	38.31	39.46
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	37.26	38.38
CLASS C2 Boat Operator	36.07	37.15
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	29.96	30.86

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes: 7% of Hourly Straight time wage + \$12.00.  
 Additional \$0.63 per hour for Overtime hours

**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

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**Operating Engineer - Survey Crew** **01/01/2026**

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**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
 Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.  
Instrument Person - One who operates the surveying instruments.  
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief \$ 52.91  
Instrument Person 48.67  
Rod Person 36.29  
Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 30.10

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

07/01/2025

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 \$ 21.88 / PHP \$18.03  
1001-2000 24.90 / " 20.45  
2001-3000 27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**01/01/2026**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.  
Instrument Person - One who operates the surveying instruments.  
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work.  
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 30.10
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**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2025

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	\$ 24.90 / " 20.45
2001-3000	\$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

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**Operating Engineer - Survey Crew - Consulting Engineer** **01/01/2026**

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**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

**WAGES**

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2025

Survey Classifications

Party Chief	\$ 51.16
Instrument Man	42.44
Rodman	36.92

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 24.53

**OVERTIME PAY**

OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Double-time paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

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**Operating Engineer - Tunnel** **01/01/2026**

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**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT** 7

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

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

**WAGES**

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

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

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour: 07/01/2025

CLASS A	\$ 58.44
CLASS B	57.22
CLASS C	54.43
CLASS D	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

**CRANES:**

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 62.44
Crane 2	61.44
Crane 3	60.44

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 25.90  
 + 10.10\*

\* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

**Painter**

**01/01/2026**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

**WAGES**

Per hour  
 07/01/2025

Brush/Paper Hanger	\$ 40.45
Dry Wall Finisher	40.45
Lead Abatement	40.45
Sandblaster-Painter	40.45
Spray Rate	41.45

See Bridge Painting rates for the following work:

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 27.72

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

1st term	\$ 11.64
All others	27.72

**Painter - Bridge & Structural Steel**

**01/01/2026**

**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:	07/01/2025	10/01/2025
	\$ 56.25	\$ 57.00
	+ 11.10*	+ 12.10*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

\*\* To be allocated a later date

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

**SHIFT WORK**

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	\$ 13.33	\$ 13.49
	+ 30.76*	+ 31.27*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms.	07/01/2025	10/01/2025
1st year	\$ 22.50	\$ 22.80
	+ 4.44	+ 4.54*
2nd year	\$ 33.75	\$ 34.20
	+ 6.63	+ 7.26*
3rd year	\$ 45.00	\$ 45.60
	+ 8.88	+ 10.60*
Supplemental Benefits - Per hour:		
1st year	\$ 1.52	\$ 18.63*
	+ 12.51	
2nd year	\$ 8.00	\$ 8.09
	+ 18.47	+ 19.04*

3rd year	\$ 10.66	\$ 10.79
	+ 24.62	+ 25.39*

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

8-DC-9/806/155-BrSS

**Painter - Line Striping** **01/01/2026**

**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):	07/01/2025	04/01/2026
Striping-Machine Operator*	\$ 35.49	\$ 36.93
Linerman Thermoplastic	42.74	44.44

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

**SHIFT WORK**

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:

Striping Machine Operator:	\$24.30	\$ 24.95
Linerman Thermoplastic:	24.30	24.95

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

	07/01/2025	01/01/2026	04/01/2026
1st Term:	\$ 16.50	\$ 17.00	\$ 17.00
2nd Term:	21.29	20.47	22.16
3rd Term:	28.39	27.30	29.54

Supplemental Benefits per hour:

All terms:	\$ 24.30	\$ 24.30	\$ 24.95
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8-1456-LS

**Painter - Metal Polisher** **01/01/2026**

**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**

	07/01/2025
Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2025

Journeyworker:

All classification \$ 13.44

**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:

07/01/2025

1st year \$ 20.17  
 2nd year 22.18  
 3rd year 24.20

1st year\* \$ 20.56  
 2nd year\* 22.62  
 3rd year\* 24.74

1st year\*\* \$ 22.67  
 2nd year\*\* 24.68  
 3rd year\*\* 26.70

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year \$ 8.94  
 2nd year 8.94  
 3rd year 8.94

8-8A/28A-MP

**Plumber**

**01/01/2026**

**JOB DESCRIPTION** Plumber

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2025

Plumber &  
 Steamfitter \$ 60.66

**SHIFT WORK**

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: \$ 45.35

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

07/01/2025

1st year	\$ 23.24
2nd year	32.02
3rd year	37.15
4th year	44.51
5th year	51.20

Supplemental Benefits per hour:

1st year	\$ 19.15
2nd year	24.55
3rd year	28.50
4th year	32.99
5th year	36.44

8-21.2-SF

**Plumber - HVAC / Service**

**01/01/2026**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Walkkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2025

HVAC Service	\$ 44.43
	+ \$ 4.52*

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker HVAC Service	\$ 31.84
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**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 20.11	\$ 23.87	\$ 29.70	\$ 36.53	\$ 39.73
+\$2.45*	+\$2.79*	+\$3.34*	+\$4.00*	+\$4.26*

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

Supplemental Benefits per hour:

Apprentices 07/01/2025

1st term	\$ 22.13
2nd term	23.85

3rd term	25.71
4th term	28.29
5th term	30.11

8-21.1&2-SF/Re/AC

**Plumber - Jobbing & Alterations** **01/01/2026**

**JOB DESCRIPTION** Plumber - Jobbing & Alterations

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour:	07/01/2025
Journeyworker:	\$ 50.68

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

**SHIFT WORK**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker	\$ 37.83

**OVERTIME PAY**

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

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wages:

1st year	\$ 21.76
2nd year	24.20
3rd year	26.41
4th year	37.03
5th year	39.14

Supplemental Benefits per hour:

1st year	\$ 12.65
2nd year	14.82
3rd year	19.10
4th year	25.85
5th year	28.01

8-21.3-J&A

**Roofer** **01/01/2026**

**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2025	05/01/2026
		Additional
Roofer/Waterproofeer	\$ 50.25	+ \$ 2.75
	+ \$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: \$ 32.62

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

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

**HOLIDAY**

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

	1st	2nd	3rd	4th
	\$ 17.59	\$ 25.13	\$ 30.15	\$ 37.69
		+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th
	\$ 4.22	\$ 16.69	\$ 19.87	\$ 24.65

\* This portion is not subjected to overtime premiums.

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

	1st	2nd	3rd	4th	5th
	\$ 19.10	\$ 22.61	\$ 25.13	\$ 30.15	\$ 37.69
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th	5th
	\$ 7.95	\$ 15.09	\$ 16.69	\$ 19.87	\$ 24.65

\* This portion is not subjected to overtime premiums.

9-8R

**Sheetmetal Worker**

**01/01/2026**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2025
SheetMetal Worker	\$ 51.48
	+ 3.81*

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

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:  
 12% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker \$ 47.43

**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
	\$ 21.00	\$ 21.71	\$ 24.12	\$ 26.51	\$ 28.93	\$ 31.37	\$ 34.25	\$ 37.11
	+ 1.52*	+ 1.71*	+ 1.91*	+ 2.10*	+ 2.29*	+ 2.48*	+ 2.67*	+ 2.86*

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

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.57
2nd term	22.80
3rd term	25.34

4th term	27.88
5th term	30.40
6th term	32.92
7th term	34.99
8th term	37.08

**Sprinkler Fitter** **01/01/2026**

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

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

**WAGES**  
 Per hour 07/01/2025

Sprinkler Fitter \$ 57.20

**SUPPLEMENTAL BENEFITS**  
 Per hour

Journeyworker \$ 31.36

**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
\$ 29.33	\$ 32.75	\$ 35.47	\$ 38.20	\$ 40.25	\$ 43.66	\$ 46.39	\$ 49.12	\$ 51.85	\$ 54.58

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74 1-669.2

**Teamster - Building / Heavy&Highway** **01/01/2026**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway **DISTRICT 11**

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

**WAGES**  
 GROUP I: 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 II: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP III: All equipment 25 yards and up to and including 30-yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP IV: 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 V: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP VI: Straight Trucks.

GROUP VII: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2025	05/01/2026
GROUP I	\$ 37.91	\$ 39.51
GROUP II	39.03	40.63
GROUP III	37.35	38.95
GROUP IV	37.13	38.73
GROUP V	37.02	38.62
GROUP VI	36.90	38.50
GROUP VII	36.90	38.50

**NOTE ADDITIONAL PREMIUMS:**

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

**SHIFT WORK**

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

**SUPPLEMENTAL BENEFITS**

Per hour:		
First 40 hours	\$ 46.37	\$ 47.68
Over 40 hours	38.37	39.68

**OVERTIME PAY**

See (\*B, E, \*\*E2, \*\*\*P, X) on OVERTIME PAGE

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

**HOLIDAY**

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

Overtime: See (\*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

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

**01/01/2026**

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

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

THESE RATES ARE ONLY TO BE USED FOR DELIVERY OF AGGREGATE MATERIALS TO THE JOB SITE. FOR ALL ONSITE WORK AND HAULING OF SPOILS SEE THE TEAMSTER BUILDING/HEAVY & HIGHWAY RATES.

Group 1	Tractor Trailer Drivers
Group 2	Tri- Axle

Wages:	07/01/2025	05/01/2026
Group 1	\$ 37.35	\$ 38.95
Group 2	37.02	38.62

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

**SUPPLEMENTAL BENEFITS**

Per hour paid:		
First 40 hours	\$ 46.37	\$ 47.68
Over 40 hours	0.00	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**

**01/01/2026**

**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 07/01/2025

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( B3 ) Time and one half of the hourly rate after 40 straight hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays

- ( S ) Two and one half times the hourly rate for Holidays
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth

**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address  (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University  
Construction Fund

05 Mental Hygiene  
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,  
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO  (check if new or change)  
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy  
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Fuel Delivery

Guards, Watchmen

Janitors, Porters, Cleaners,  
Elevator Operators

Moving furniture and  
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester

**Signature**



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**

**NYSDOL Bureau of Public Work Debarment List 01/09/2026**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027

**NYSDOL Bureau of Public Work Debarment List 01/09/2026**

**Article 8**

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 DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602 CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
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	*****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027

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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		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JONATHAN DELISA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028

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DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC	1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND	5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		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		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ	1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER	7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC	1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN	2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL	9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.	3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.	3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE	411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		LOUIS A. CALICCHIA	1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.	11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO	150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998

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DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
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 BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
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		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER 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

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DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
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	****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	****9494	WND CONSTRUCTION LLC		411 THEODORE FREMND AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028