NEW YORK STATE | Office of General Services

DESIGN & CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242

ADDENDUM NO. 1 TO PROJECT NO. Q2020

CONSTRUCTION, HVAC, AND ELECTRICAL WORK
REPLACE ROOF, MESS HALL, BUILDING 5
FIVE POINTS CORRECTIONAL FACILITY
6600 STATE ROUTE 96
ROMULUS, NY

February 26, 2026

NOTE: This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

FILE ERROR

1. **Q2020H Manual**: Replace the manual originally issued on February 24, 2026 in its entirety with the attached Q2020H Manual noted as "Version 20260226".

2. **Q2020E Manual**: Replace the manual originally issued on February 24, 2026 in its entirety with the attached Q2020E Project noted as "Version 20260226".

CLARIFICATION

3. The Contract Documents issued on February 24, 2026 contained the following incorrect documents within the HVAC Work and Electrical Work Manuals. The updated Manuals noted "Version 20260226" contain the correct versions of these documents. The files for download have been updated.
    a. DOCUMENT 000101.02 TITLE PAGE (COVER)
    b. DOCUMENT 004113.0 BID FORM STANDARD FORM
    c. DOCUMENT 004313.0 FORM OF BID BOND BID SECURITY

END OF ADDENDUM

Brady Sherlock, P.E.
Director, Division of Design
Design & Construction

PROJECT MANUAL

PRE-BID SITE VISIT SCHEDULED

ON MARCH 12, 2026
SEE ADVERTISEMENT FOR BIDS INSIDE

PROJECT NO. Q2020-H

HVAC WORK

REPLACE ROOF, MESS HALL, BUILDING 5
FIVE POINTS CORRECTIONAL FACILITY
6600 STATE ROUTE 96
ROMULUS, NY

FEBRUARY 4, 2026

KATHY HOCHUL
Governor

JEANETTE M. MOY
Commissioner

NEW YORK STATE | Office of General Services

PROJECT NO. Q2020-H

HVAC WORK

Replace Roof, Mess Hall, Building 5
Five Points Correctional Facility
6600 State Route 96
Romulus, NY

February 4, 2026

CLIENT: DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

PROJECT TEAM LEADER: Michael Convertino, AIA

PREPARED BY
LaBella Associates, D.P.C
300 State Street, Suite 201
Rochester, NY 14614
CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING:0021272
LAND SURVEYING: 0021271
GEOLOGICAL: 0021659

PREPARED FOR
State of New York
Office of General Services
35th Floor, Corning Tower
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, NY 12242
Phone (518) 474-0203
FAX (518) 473-7862

Affix Seal	Affix Seal	Affix Seal
EXPIRATION DATE: 06/30/2028		
Registration Expiration Date	Registration Expiration Date	Registration Expiration Date

NOTE:….THE OFFICE OF GENERAL SERVICES REQUIRES GOOD FAITH EFFORTS ON THE PART OF ITS CONTRACTORS TO SOLICIT AND OBTAIN THE PARTICIPATION OF MINORITIES AND WOMEN AS SUBCONTRACTORS, AND EMPLOYEES IN ITS PROGRAMS.

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B. The drawings for related contracts are listed on the Title Sheet for reference only. Examine the drawings for related contracts to ascertain the relationship of the Work to the related contracts.

END OF LIST

ADVERTISEMENT FOR BIDS

Sealed bids for Project Nos. Q2020-C, Q2020-H, and Q2020-E, comprising separate contracts for Construction Work, HVAC Work, and Electrical Work, Replace Roof, Mess Hall, Building 5, Five Points Correctional Facility, 6600 State Route 96, Romulus (Seneca County), NY, will be received by the Office of General Services (OGS), Design & Construction Group (D&C), Division of Contract Management, 35th Fl., Corning Tower, Empire State Plaza, Albany, NY 12242, on behalf of the Department of Corrections and Community Supervision, until 2:00 p.m. on Wednesday, March 25, 2026, when they will be publicly opened and read. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by a bid security (i.e. certified check, bank check, or bid bond in the amount of $70,900 for C, $15,100 for H, and $6,400 for E).

All successful bidders will be required to furnish a Performance Bond and a Labor and Material Bond pursuant to Sections 136 and 137 of the State Finance Law, each for 100% of the amount of the Contract estimated to be between $2,000,000 and $3,000,000 for C, between $100,000 and $250,000 for H, and between $50,000 and $100,000 for E.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS D&C and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest posting on the OGS website, in a newspaper of general circulation, or in the Contract Reporter, of written notice, advertisement or solicitation of offers, through final award and approval of the contract by OGS D&C and the Office of the State Comptroller ("Restricted Period") to other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff are Catherine Skaczkowski, Jessica Hoffman, and Pierre Alric in the Division of Contract Management, telephone (518) 474-0203, fax (518) 473-7862. OGS D&C employees are also required to obtain certain information when contacted during the restricted period and to make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the bidder is debarred from obtaining governmental Procurement Contracts. Bidders responding to this Advertisement must familiarize themselves with the State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the bid form. Further information about these requirements can be found within the project manual or at: https://ogs.ny.gov/ACPL/

Pursuant to Public Buildings Law § 8(6), effective January 11, 2020, for any projects where the project design commenced on or after January 1, 2020 and for any contracts over $5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise that submits a bid within ten percent of the lowest bid will be deemed the apparent low bidder provided that the bid is $1,680,923 or less, adjusted annually for inflation as of March 1, 2025. If more than one responsible and reliable MWBE firm meets these requirements, the MWBE firm with the lowest bid will be deemed the apparent low bidder.

___Project commenced design before January 1, 2020. Not subject to provision.
XX Project commenced design on or after January 1, 2020. Subject to provision.

The substantial completion date for this project is 170 days after the Agreement is approved by the Comptroller.

The only time prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area will be at 10:00 a.m. on March 12, 2026, at Five Points Correctional Facility, 6600 State Route 96, Romulus, NY. Prospective bidders are urged, but not mandated, to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Note that parking restrictions and security provisions will apply, and all vehicles will be subject to search. Refer to Document 002218 for any additional requirements for attendance at the pre-bid site visit.

Phone the office of Brad Young (607-425-3366) a minimum of 72 hours in advance of the date to provide the names of those who will attend the pre-bid site visit. Only contractors that schedule a visit at least 72 hours in advance will be allowed to participate in the pre-bid site visit.

Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts. All bidders are expected to cooperate in implementing this policy. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) for Construction Work and HVAC Work; and an overall goal of 0% for MWBE participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) for Electrical Work. The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract. Trades with 0% goals are encouraged to make "good faith efforts" to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials.

Article 3 of the Veteran's Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. OGS hereby establishes overall goals for SDVOBs' participation under this contract as follows: 6% for the C trade contractor, 0% for the E trade contractor, and 3% for the H trade contractor, based on the current availability of qualified SDVOBs. Trades with 0% goals are encouraged to make "good faith efforts" to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials.

The Office of General Services reserves the right to reject any or all bids.

The Bidding and Contract Documents for this Project are available for viewing, downloading, and Electronic Bidding from OGS Design & Construction's Electronic Bidding service, Bid Express.

Registration along with viewing, downloading, and electronic bidding can be accessed at the following link: **http://www.bidexpress.com**

For questions about downloading of bid documents, please send an e-mail to **support@bidexpress.com**, or call the Bid Express toll-free number at (888) 352-2439.

For all other questions, please send an email to **DCPlans@ogs.ny.gov**, or call (518) 474-0203.

For additional information on this project, please use the link below and then click on the project number:

https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp.

OGS Design & Construction Group

END OF INFORMATION

DOCUMENT 002113

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS

1.1. Carefully examine and be familiar with the Bidding and Contract Documents.

1.2. Examine information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations, or judgment of the Contractor.

2. VISIT TO THE SITE

2.1. For projects that include Document 002218, visit the Site of the Work prior to submitting your bid. Refer to the Advertisement for Bids for any special instructions.

2.2. Become familiar with restrictions and regulations established by the facility. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract sum.

2.3. Assume the risk of encountering any subsurface or other latent physical condition that can be reasonably anticipated on the basis of documentary information provided by the State and from inspection and examination of the Site.

2.4. Interpretations of contract documents by facility personnel are not binding.

3. DESIGNATED, PERMISSIBLE, IMPERMISSIBLE CONTACTS AND QUESTIONS

3.1. The designated contacts during the restricted period for this procurement will be:

- Catherine Skaczkowski, Contract Awards Unit, telephone – (518) 474-0203, fax – (518) 473-7862
- Jessica Hoffman, Assistant Director, Contract Management, telephone – (518) 474-0203
- Pierre Alric, Director, Contract Management, telephone – (518) 474-0201

3.2. State Finance Law §139-j recognizes a series of permissible contacts that can go to other than the designated contacts, as follows:

3.2.1. The submission of written proposals in response to a request for proposals, invitation for bids or any other method for soliciting a response from offerers intending to result in a procurement contract.

3.2.2. The submission of written questions to a designated contact set forth in a request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract, when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract.

3.2.3. Participation in a conference provided for in a request for proposals, invitation for bids, or any other method for soliciting a response from offerers intending to result in the procurement contract.

3.2.4. Complaints by an offerer regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized offerer contacts made in writing to the office of general counsel of the procuring governmental entity, provided that any such written complaints shall become a part of the procurement record.

3.2.5. Offerers who have been tentatively awarded a contract and are engaged in communication with a governmental entity solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award.

3.2.6. Contacts between designated governmental staff of the procuring governmental entity and an offerer to request the review of a procurement contract award.

3.2.7. Contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding.

3.2.8. Complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction.

3.2.9. Written protests, appeals, or complaints to the New York State Office of the State Comptroller (OSC) during the process of contract approval, where OSC's approval is required by law, and where such communications and any response thereto are made in writing and shall be entered in the procurement record pursuant to §163 of the State Finance Law.

3.2.10. Complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to OSC's office.

3.2.11. Permissible Contacts are only with the procuring agency unless specifically excepted.

3.3. Impermissible contacts include those that a reasonable person would infer are intended to influence a governmental procurement and occur during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity; provided, however, that nothing in this section shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement. Contacting a person or entity other than the designated contact person during the restricted period, when such contact does not fall within one of the exemptions, is also an impermissible contact.

Direct all questions regarding the intent or meaning of the drawings or specifications to the Office of General Services (OGS) website at:

https://online.ogs.ny.gov/dnc/contractorConsultant/esb/esbplansavailableindex.asp

From this web page, first click on the project number link, then on the **Review/Submit Bid Questions** link, and then submit the question for the appropriate trade. All responses to appropriate pre-bid inquiries will be communicated via the OGS website. Those inquiries resulting in clarification and or changes to the bid documents will be communicated by Addenda to all persons who have obtained drawings and specifications.

3.4. Pre-bid inquiries answered by means other than Addenda will not be binding.

4. PREPARATION OF BIDS

4.1. **For electronic bids**: Prepare and submit bid using OGS Design & Construction's Electronic Bidding service, Bid Express®. Registration along with viewing, downloading, and electronic bidding can be accessed at the following website: http://www.bidexpress.com.

4.1.1. Prepare each bid on the official form furnished by the State within the Bid Express® website. Fill in all blank spaces. An incomplete entry may disqualify the bid in its entirety. No post bid meetings will be afforded to any bidder to explain or clarify an incomplete bid or entry omission(s).

4.1.2. Bidders must be registered with Bid Express® in advance. Bidders not previously registered with Bid Express® must complete a one-time registration for a user account. There is no cost to register, to view/download bid documents, or to submit a bid. Vendors can select 'Pay per solicitation (non-member)' when registering.

4.1.3. Bid Security is required in accordance with the BID SECURITY INFORMATION section within this document. Bidders must be registered with a Bid Express® approved bonding service in advance. Bidders not already registered must register with a Bid Express® approved bonding service, and shall refer to the instructions contained in the BID SECURITY INFORMATION section within this document.

4.1.4. Bidders must establish an Infotech® Digital ID in advance. The Infotech® Digital ID application process may take up to seven business days to complete. Refer to http://www.bidexpress.com for guidance on the application for and installation of Digital IDs. The Digital ID is an electronic tool that allows users to digitally sign bids, contracts, and forms. Digital IDs are used as part of a secure method of maintaining confidentiality and identity verification within the Bid Express® service.

4.2. **For paper bids**: Prepare each bid on the official form furnished by the State.

4.2.1. Make no erasures, cross-outs, whiteouts, write-overs, obliterations, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid Form.

4.2.2. Fill in all blank spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid Form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.

4.2.3. Sign the Bid Form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature after "SIGN BID HERE". The same procedure shall apply to the bid of joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. All signatures must be original. Mechanically reproduced signatures, stamps, or copies are not acceptable. Submitted Bid Forms that do not conform to these requirements will be disqualified.

4.3. For paper or electronic bids, if the Project Manual contains Section 012300 - Alternates, indicate the amounts to be added to or deducted from the base bid in the spaces provided on the Bid Form. If the Work is to be performed at no change in cost, indicate "0". Any bid which fails to indicate an amount for each alternate will be held to be informal and may be rejected.

4.4. For paper or electronic bids, note in the space designated on the Bid Form, each Addenda by numbers, which have been issued.

4.4.1. For paper bids: If no Addenda have been issued, insert the word "NONE" in the space designated on the Bid Form.

4.5. For paper or electronic bids, all contractors submitting bids on public work projects are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. The registration number must be entered in the space provided on the Bid Form. A complete and accurate registration number must be entered in the space provided on the Bid Form. Failure to possess an active and verifiable registration at the time of bid will result in disqualification of the bid.

4.6. All bidders must complete a form DCA-3 – ***Offerer Disclosure of Prior Non-Responsibility Determinations*** and submit it with their Bid.

4.6.1. For electronic bids: Complete and submit form DCA-3 within the Bid Express® website. Fill in all blank spaces.

4.6.2. For paper bids: Complete paper form DCA-3 and include it with the Bid Form. Fill in all blank spaces.

4.7. All bids, regardless of dollar value, must include the cost of Labor and Material and Performance Bonds.

5. BID SECURITY INFORMATION

5.1. Bid security is required as a guarantee that the bidder will enter into the Contract and furnish a satisfactory Performance Bond and Labor and Material Bond within the time specified on the Bid Form. Submit bid security in the amount indicated in the Advertisement for Bids in one of the following forms:

5.1.1. Certified check or bank check drawn upon a legally incorporated bank or trust company (payable to the Office of General Services).

5.1.2. Bid Bond on OGS Form 004313 to be issued by a Surety licensed in the State of New York.

5.1.2.1. **For electronic bids**: Electronic bid bond furnished by a Bid Express® approved bonding service is required for an Electronic Bid. Vendors must be registered with a Bid Express® approved bonding service. Refer to http://www.bidexpress.com for guidance and registration information. Vendors not already registered must complete a one-time registration with a Bid Express® approved bonding service. At the time of this publication, the Bid Express® approved bonding services are Tinubu at

https://www.tinubu.com, or Surety2000 at https://surety2000.com. Allow sufficient time for account registration and bond processing prior to the bid due date noted in the Advertisement for Bids.

5.1.2.2. **For paper bids:** Sign the bid bond in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature above "Principal". The same procedure shall apply to the bid security of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. The same procedure shall apply to the signature for the Attorney-in-Fact. All signatures must be original. Electronic, mechanically-reproduced or stamped signatures, or copies, are not acceptable for either signature. Submitted Bid Security that does not conform to these requirements will be disqualified

5.2. Upon submission of a certified check or bank check, the bid security of the successful bidder will be returned (check issued by OSC) pending acceptance of the required bonds and the execution of Contract. The second low bidder's bid security will be returned after the successful bidder executes the Contract or with the submission of an approved Substitute Bid Bond on the Design and Construction form. The bid security of all other bidders with a bid security in the form of checks will be returned as soon as possible after the apparent low bidder has been determined.

5.3. Bid Bonds submitted as bid security will not be automatically returned to the bidder. Firms requesting to have bonds returned may do so in writing provided they are not the first or second low bidder prior to award. Only those requests made in writing, directed to the Contract Awards Unit, shall be considered for return.

6. SUBMISSION OF BID

6.1. Do not submit both electronic and paper bids. If both an electronic bid from Bid Express® and a paper bid are received from the same contractor, the electronic bid from Bid Express® will prevail, and the paper bid(s) will be disqualified.

6.2. Submit Bid Form, Bid Security and Form DCA-3 – ***Offerer Disclosure of Prior Non-Responsibility Determinations.***

6.2.1. **For electronic bids**: Complete and submit within Bid Express®.

6.2.1.1. Within Bid Express®, select the procurement from the 'Solicitations' tab and click 'Select For Bidding'. Fill in all blank spaces.

6.2.1.2. In accordance with the BID SECURITY INFORMATION section contained within this document, coordinate with a Surety Agent to obtain a Bond ID from one of the Bid Express® approved bonding services. Refer to the instructions in the BID SECURITY INFORMATION section of this document. Complete the Bid Bond information section within Bid Express® and click 'Verify Bid Bond'. Failure to submit a valid Bond ID from an approved electronic bonding service for a bond of the specified value may result in automatic bid disqualification.

6.2.1.3. Click 'Check Bid' and resolve any errors. Click 'Submit Bid'. Sign the electronic bid form using a Bid Express® approved digital ID by clicking 'Submit Bid'.

6.2.2. **For paper bids:** Provide bid in a sealed envelope addressed to:

NYS Office of General Services – Design & Construction Group, Division of Contract Management, Contract Awards Unit, 35th Floor, Corning Tower, Albany, NY 12242

Exterior of sealed envelope shall include the words "SEALED BID ENCLOSED", Project Number and Trade Designation of Bid, Bid Due Date, Company Name, Address and Federal ID Number.

6.2.3. Telephone, email, fax, or electronic bids other than electronic bids submitted within Bid Express® will not be accepted.

6.3. All bids must be received before the time specified, and at the place designated for the receipt of bids.

6.4. Late Bids:

6.4.1. Electronic bids cannot be accepted after the due date and time.

6.4.2. Paper bids received after the due date and time will be returned unopened with notification of the reason for its refusal.

6.4.3. A late paper bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling by OGS and (2) that absent such mishandling, the bid would have arrived timely. Delays in the mail or any other means of transmittal, including couriers or agents of the State, other than employees of OGS will not suffice to excuse late arrival of the bid.

7. MODIFICATION OF BID

7.1. Bid Modifications By Amendment:

7.1.1. **For Modification to Electronic Bids:** Electronic bids may be modified on Bid Express® up to the deadline for receipt of bids. To modify your bid, access your bid in Bid Express®, modify applicable component(s), select Submit Bid to update the bid. Refer to the Submission Status to confirm the Last Submitted date and time. Only the submitted bid will be considered.

7.1.2. **For Modification to Paper Bids:** Modifications by amendment will only be considered on condition that the amendment arrives before the time specified and at the place designated for receipt of bids, and

7.1.2.1. The amendment is in writing and executed by a principal of the bidder firm, and

7.1.2.2. The bid, as amended, conforms in all respects with the Contract Documents. Bidders may mail or fax their bid modifications. Fax bid modifications to (518) 473-7862. Bidders may use a bid modification to acknowledge addenda and/or change the bid amount. Bid modifications received by fax must be on company letterhead and signed by a principal of the bidder firm. DO NOT use the OGS Bid Form to submit bid modifications by fax. Indicate any amounts to be added to or deducted from any part of the bid amount with the words "ADD" or "DEDUCT" next to the amount. The only amounts listed on a faxed bid modification should be the amounts to be added or deducted. **DO NOT expose the new bid amount on the faxed bid modification.** If the bid amount is shown on the faxed bid modification, or otherwise exposed at any time before the bid opening, the bid will be disqualified.

8. WITHDRAWAL OF BID

8.1. A bid may be withdrawn at any time prior to the time specified for receipt of bids.

8.1.1. For electronic bids, bidders can withdraw their bids on Bid Express® up to the time specified for receipt of bids.

8.1.2. For paper bids, should a bidder decide to withdraw its bid before the bid opening, the request must be prepared on company letterhead, signed by a principal of the bidder firm, and faxed to (518) 473-7862, or hand-delivered or mailed to the Contract Awards Unit at the place designated for receipt of bids. OGS will e-mail an acknowledgment of the withdrawal request that includes an indication that the unopened bid will be returned. Should the withdrawal request be in error, the bidder must call the Contract Awards Unit at (518) 474-0203 immediately. The unopened bid will be returned by mail to the bidder.

8.2. Not more than 7 calendar days after the bid opening or a scheduled pre-award meeting, whichever comes later, a low bidder may request the withdrawal of its bid based on a mistake. The request must be submitted via certified or registered mail to the address in Paragraph 6.2.2 of these Instructions to Bidders. The Contracting Officer may conduct or have conducted on his/her behalf a fact-finding proceeding to develop information concerning the request for withdrawal. A request for withdrawal of a bid made after the specified number of days allowed shall result in forfeiture of the bid security.

8.3. Following a timely request for withdrawal of a bid, the bid security will be returned if the bidder establishes by credible evidence, including original documents when requested, the following:

8.3.1. An error, clerical as opposed to judgmental in nature and verifiable by written evidence, occurred in the computation of the bid,

8.3.2. The error constitutes either an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor and/or material from the final bid computation,

8.3.3. The absence of gross negligence in the preparation of the bid. For the purposes of this subparagraph, gross negligence may include,

i) the apparent failure of a bidder to account for two or more categories (divisions) of work,

ii) the use of multiple erroneous quotations from subcontractors or suppliers,

iii) submission to the Contracting Officer of a bid withdrawal request within the preceding six (6) months.

8.4. If the bidder fails to meet its burden of proof, the request to withdraw without penalty shall be denied and its bid security will be forfeited and become the property of the State. The decision of the Contracting Officer shall be final and conclusive.

8.5. Once a request to withdraw is made, the bidder is ineligible for award. The Contracting Officer shall continue to progress the award process considering only the remaining bids.

9. DISQUALIFICATION

9.1. Any bid which fails to conform to the requirements of the Bidding and Contract Documents may be rejected.

9.2. The Commissioner may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity.

9.3. The State reserves the right to disqualify bidders, before or after bid opening, upon evidence of collusion with third parties or other illegal practices upon the part of the bidder.

9.4. Bidders may review the list of common Bid Informalities and Bid Disqualifications at:

https://online.ogs.ny.gov/dnc/contractorConsultant/esb/informalitylist.asp

10. GOVERNING LAWS AND REGULATIONS ADMINISTERED BY OTHER DEPARTMENTS

10.1. Taxes: All taxes pertaining to the Work must be paid. Address inquiries regarding taxes to the Tax Collecting Agency. For information regarding sales and use taxes contact the Sales Tax Bureau, Department of Taxation and Finance.

10.2. While all applicable laws, rules and regulations of the State of New York are incorporated by reference in this Contract, take special note of the provisions of the Labor Law and Industrial Code Rule 23 relative to the safety of workers and of persons lawfully occupying or using the premises. Address inquiries regarding labor law provisions to the New York State Department of Labor.

10.3. Anti-Discrimination Clause: Discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status is prohibited.

11. OPENING OF BIDS

Bids will be opened as announced in the Advertisement for Bids.

12. DETERMINATION OF CONTRACTOR'S RESPONSIBILITY

12.1. The State Public Buildings Law requires that contracts for public work in the State of New York be awarded to the lowest responsible and reliable bidders as will best promote the public interest.

12.2. Each apparent low bidder, and each proposed subcontractor (for subcontract work of $100,000 or more) will be required to submit form CCA-2 - ***New York State Vendor Responsibility Questionnaire For Profit Construction*** prior to contract award or subcontractor approval. OGS reserves the right to request CCA-2 forms from proposed subcontractors for work of less than $100,000 if it is determined to be in the best interest of the State. Submission of these forms will assist the State in determining the responsibility and reliability of the vendor.

OGS recommends that vendors file the required CCA-2 form online via the New York State VendRep System. Use of this system requires that the vendor have a New York State Vendor Identification Number (Vendor ID). Please note that the Vendor ID is not the Taxpayer ID number.

If bidders do not already have a Vendor ID, they are encouraged to obtain one ***in advance of*** the bid opening.

To obtain a Vendor ID, contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by e-mail at ITServiceDesk@osc.state.ny.us.

To enroll in and use the VendRep System, see the **VendRep System** page at:

http://www.osc.state.ny.us./vendrep/info_vrsystem.htm

If you already have a User ID and password, go directly to the VendRep System online at:

https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire For direct VendRep System user assistance, contact the OSC Help Desk; the help desk phone numbers and e-mail address are shown above.

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may telephone the OSC Help Desk.

12.3. After the bids are opened, the apparent low bidder shall complete and file the CCA-2 within 5 days. Vendors using the online system may certify (or recertify) and file the CCA-2 electronically via the VendRep System https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire

12.4. It is recommended that all bidders become familiar in advance with all of the requirements of the CCA-2. As mentioned in 12.2, bidders who do not have a Vendor ID are encouraged to obtain one in advance of the bid opening.

12.5. All bidders must submit a completed form DCA-3 - ***Offerer Disclosure of Prior Non-Responsibility Determinations*** along with their Bid Form.

12.6. The determination of responsibility will include a review to ensure the Contractor has not knowingly and willfully violated the provisions of the Procurement Lobby Law or New York State Finance Law §139-j and §139-k.

12.7. New York State Finance Law §139-k (2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, a Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

12.8. As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary time frame.

13. AWARD OF CONTRACT

13.1. The Contract may be awarded to the lowest responsible and reliable bidder as will best promote the public interest.

13.2. If alternates are included in the bidding documents, the State reserves the right to accept or reject any or all alternates. The State shall determine the lowest bid by adding to or deducting, from the Base Bid Amount of the bidders, the additive or deductive alternates, if any, that the State elects to accept after the opening of the bids. Alternates will be accepted in the order they are set forth in the contract documents.

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

13.4. A bidder may withdraw its bid if no award is made within forty-five (45) days after the receipt of bids. A written notice must be submitted via certified or registered mail to the address in Paragraph 6.2.2 of these Instructions to Bidders prior to approval of the contract by OSC. The notice must clearly state that the withdrawal is based on the fact that the contract was not awarded within 45 days after the receipt of bids.

13.5. Pursuant to Public Buildings Law § 8(6), effective January 11, 2020, for any projects where the project design commenced on or after January 1, 2020 and for any contracts over $5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise ("MWBE") that submits a bid within ten percent of the lowest bid will be deemed the apparent low bidder provided that the MWBE bid is $1,680,923 or less, adjusted annually for inflation as of March 1, 2025. If more than one responsible or reliable NYS-certified MWBE firm meets these requirements, the MWBE firm with the lowest bid will be deemed the apparent low bidder. Refer to the Advertisement for Bids for applicability of projects subject to this criteria.

14. MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

14.1. Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of NYS-certified Minority- and Women-owned Business Enterprises and the employment of minority group members and women in the performance of OGS contracts.

14.2. Information on the availability of subcontractors and suppliers for this project may be accessed by first using the following website link:

https://online.ogs.ny.gov/dnc/contractorConsultant/esb/esbplansavailableindex.asp

From this web page, first click on the project number link, then on Interested Subcontractors and Suppliers, and follow the prompts. A list of all interested vendors will be provided with their contact information, MWBE and SDVOB status', and construction specialties.

14.3. Other information on MWBEs, including a directory of MWBE's, is available from:

NYS Empire State Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, NY 12245
Telephone: (518) 292-5252
Website: https://esd.ny.gov/doing-business-ny/mwbe

15. SURETY BOND

If required, the Contractor shall furnish Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the total Contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this contract. These bonds are to be executed on the State Comptroller's form and the surety company must be licensed in the State of New York, have a Best Rating of A- or better and appear on the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular *570*) at the time of filing the bonds.

16. VENDOR PROTEST POLICY

It is the policy of OGS to provide all vendors, prospective bidders, bidders, suppliers and contractors with an opportunity to resolve complaints or inquiries related to bid solicitations, contract awards, or other associated contract award actions. OGS encourages vendors to seek resolution of complaints related to bid solicitations, contract awards, or other associated actions through consultation with the agency designated contact(s). All such complaints will be given impartial and timely consideration. Vendors may also file formal written protests. A copy of the Design and Construction Vendor Protest Policy and Procedures may be obtained by contacting the designated contact or by visiting the OGS website at:

https://ogs.ny.gov/design-construction/vendor-protest-policy-procedures

17. POLICY ON TIED BIDS

A tie-bid is defined as an instance where bids are received from two or more bidders who are the apparent low responsive and reliable bidders with identical offers, or who are MWBEs with identical offers with bids of $1,680,923 or less and whose bids are within ten percent of the lowest bid. A tie-bid does not exist when an apparent low bidder has an identical offer to an MWBE, as the MWBE is deemed the apparent low bidder pursuant to Public Buildings Law § 8(6). It is the policy of OGS to settle the outcome of tie-bids by either drawing a name from a hat or flipping a coin within 24 hours of the bid opening. All affected firms will be notified of the tie and the time and place of the resolution of the tie, and shall be invited to witness the outcome. Attendance is not mandatory. The drawing/flip will be held at OGS, Contract Awards Unit, 35th Floor, Corning Tower, Albany, New York. Two impartial witnesses will be provided and shall be present. All attendees will acknowledge the results of the tie-breaker on the bid tabulation sheet. All firms affected by the tied bids will be notified of the results. The results pursuant to this provision shall be considered final.

18. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts provide proof that they have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of the vendor's bid or renewal.

18.1. Proof of Compliance with Workers' Compensation Coverage Requirements: In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall: (1) obtain such coverage from an insurance carrier; or (2) be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan; or (3) be legally exempt from obtaining Workers' Compensation insurance coverage.

An ACORD 25 form is **NOT** acceptable as proof of workers' compensation coverage.

A Contractor seeking to enter into a contract with the State of New York **MUST** provide **ONE** of the following forms to OGS upon request, prior to award:

18.1.1. CE-200, ***Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage***, which is available on the Workers' Compensation Board's website, www.wcb.ny.gov, under the heading "Forms"; **OR**

18.1.2. C-105.2 – ***Certificate of Workers' Compensation Insurance*** (the contractor's insurance carrier will send this form to OGS upon request); contractors insured through the New York State Insurance Fund should use their version of the form, the U-26.3; **OR**

18.1.3. SI-12 – ***Certificate of Workers Compensation Self-Insurance*** (the contractor should call the Workers' Compensation Board's Self-Insurance Office at 518 402-0247), **OR** GSI-105.2 – ***Certificate of Participation in Workers' Compensation Group Self-Insurance*** (the contractor's Group Self-Insurance Administrator will send this form to OGS upon request).

18.2. Proof of Compliance with Disability Benefits Coverage Requirements: In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall: (1) obtain such coverage from an insurance carrier; or (2) be a Board-approved self-insured employer; or (3) be legally exempt from obtaining disability benefits coverage.

An ACORD 25 form is NOT acceptable as proof of disability benefits coverage.

A Contractor seeking to enter into a contract with the State of New York **MUST** provide **ONE** of the following forms to OGS upon request, prior to award:

18.2.1. CE-200 – ***Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage,*** which is available on the Workers' Compensation Board's website, www.wcb.ny.gov, under the heading "Forms"; **OR**

18.2.2. DB-120.1 – ***Certificate of Disability Benefits Insurance*** (the contractor's insurance agent, broker or carrier will send this form to OGS upon request); **OR**

18.2.3. DB-155 – ***Certificate of Disability Benefits Self Insurance*** (the contractor should call the Workers' Compensation Board's Self-Insurance Office at 518 402-0247).

18.3. All of the above-referenced forms, except the CE-200, SI-12 and DB-155, must show the following as the Entity Requesting Proof of Coverage (entity being listed as the Certificate Holder):

NYS Office of General Services – Design & Construction Group
Division of Contract Management
35th Floor, Corning Tower, GNARESP
Albany, NY 12242

19. ELECTRONIC CONTRACTOR PAYMENTS (ECP)

The ECP Program is initiated with an Electronic Contractor Payments (ECP) Certification Form that is forwarded to the contractor with the project agreement and bond forms. This form must be completed, executed and returned with the executed Contract agreement in order for the contractor to participate in the ECP program. The executed ECP Certification Form will remain on file. Note that the certification will apply to this contract and to future ECP-eligible contracts.

19.1. Upon final approval of the contract, an e-mail will be sent to the contractor's designated e-mail address with a hyperlink that will enable the firm to register, using a temporary password, on the OGS Design & Construction Vendor Interface. The temporary password will be sent to the contractor in letter form that is mailed on the same day.

19.2. The OGS Vendor Interface website will provide the ability to view contract information, submit the detailed estimate and payments requests electronically, and communicate with OGS Design & Construction.

20. IRAN DIVESTMENT ACT

20.1 By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at

http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

20.3 OGS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a

responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

21. NOT USED

END OF DOCUMENT

DOCUMENT 002213

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - MWBE-EEO

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following:

22. GOALS

22.1 To ensure meaningful participation in the Project of certified Minority- and Women-Owned Business Enterprises ("MWBEs") under the Contract, the Commissioner of General Services has established goals set forth in the Supplementary Conditions.

22.2 All bidders should note that important definitions and conditions relating to the foregoing MWBE goals are contained in the Supplementary Conditions.

22.3 In order to assist the State in determining compliance with the goals set forth in the Supplementary Conditions the apparent low bidder will be required to submit an MWBE Utilization Plan via the New York State Contracting System (NYSCS) prior to Contract award or subcontractor approval.

22.4 If unable to submit an MWBE Utilization Plan through the NYSCS, the apparent low bidder must use Form BDC 328 to submit the plan. The BDC 328 form is available for download at https://ogs.ny.gov/mwbe/forms and may be mechanically reproduced. Additional copies may be obtained upon request from the address listed in Paragraph 23.2 below.

22.5 The apparent low bidder must submit the completed MWBE Utilization Plan within seven (7) calendar days after the bids are opened. OGS will review the submitted MWBE Utilization Plan and advise the bidder of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

23. CERTIFICATION

23.1 All Minority- and Women-Owned Business Enterprises ("MBEs" or "WBEs") proposed as contractors, subcontractors or suppliers must be certified by the NYS Empire State Development, Division of Minority and Women's Business Development to be eligible for MBE or WBE credit on this project.

23.2 UPON WRITTEN REQUEST, The New York State Office of General Services' Office of Business Diversity (OBD) will provide a computer printout of certified MBEs and WBEs in specific trades for a given geographical area of New York State.

This printout can be requested in writing as follows:

- By e-mail to: DCMWBEManager@ogs.ny.gov
- By fax to: (518) 486-2679

- By mail to:

  NYS Office of General Services
  Office of Business Diversity
  29th Floor, Corning Tower, GNARESP
  Albany, NY 12242

24. LIQUIDATED DAMAGES – MWBE PARTICIPATION

24.1 Refer to Article 27.8, Document 007307, Supplementary Conditions - MWBE-EEO, for "Liquidated Damages – MWBE Participation".

END OF DOCUMENT

DOCUMENT 002218

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - PRE-BID SITE VISIT

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

2. VISIT TO THE SITE

Change 2.1 to Read:

2.1 Prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area only during the pre-bid site visit. Prospective bidders are urged to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Parking restrictions and security provisions will apply and vehicles will be subject to search. The date, time, location of the pre-bid site visit, and the phone number are included in the Advertisement for Bids.

Bidders are strongly encouraged to visit the project site to assess the following project conditions or quality standards: Existing conditions as they relate to the work.

Phone a minimum of 72 hours in advance of the pre-bid site visit with the names of those who will attend.

All participants shall comply with facility rules and regulations.

Participants will not be allowed to deviate from the group walk-thru and must stay with the group for the duration of the visit. All participants will adhere to the direction given by the Director's Representative at all times during the visit.

Participants shall not wear any green and/or hooded clothing in Correctional Facilities. Any participant doing so will be denied entry to the facility.

Individuals shall not attend the site visit if they are feeling ill.

END OF DOCUMENT

DOCUMENT 002219

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - QUALIFICATIONS OF BIDDERS AND MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following Articles:

25. QUALIFICATIONS OF BIDDERS

25.1 The Contracting Officer or their representative will schedule a pre-award meeting to consider the bid responsiveness of the bid submitted by the apparent low bidder within fourteen (14) calendar days of the bid opening. Bidders will be notified of the time and place of the meeting. On a case by case basis, the State will examine and evaluate the bid as responsive by considering the contractors understanding of: the overall project scope, estimated cost, utilization of proposed sub-contractors, expertise, workmanship and past performance in completing similar contracts.

25.2 The Contracting Officer or their respective representative will conduct an investigation to determine the responsibility of any Bidder, including the ability of any Bidder to perform the Work. Bidders shall furnish to the Officer all information and data requested, including complete financial data, within the time and in the form and manner requested. The Contracting Officer reserves the right to reject any bid if the evidence required by the Officer is not submitted as requested, or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Contracting Officer that the Bidder is responsible, or is able and qualified to carry out the obligations of the Contract, or to complete the Work as indicated in the Contract Documents, or able to reasonably perform the Work for the Bid Amount.

25.3 The criteria contained in Executive Order No. 170.1 Uniform Guidelines for Determining the Responsibility of Bidders will be applied in the evaluation of Bidders. Special criteria that will be considered in establishing the responsibility of the Bidders shall include, but not be limited to established experience in performing the Work required by the Contract Documents. Experience will be viewed from comparable projects as well as experience and knowledge of construction by the firm's personnel.

26. MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS

26.1 The apparent low bidder must submit the required pre-award submittal package outlined below to the Regional Supervisor within seven (7) calendar days after the bids are opened.

Regional Supervisor Name: Edward Fischer
Address: Hughes State Office Building, 333 East Washington Street, Syracuse, NY 13202
Phone: 315-428-4419
Email: Region6preawardsubmittals@ogs.ny.gov

Submissions must be emailed and must include the Project Number of this contract in the Subject Line of the Pre-Award submission email (i.e. OGS PN 12345-C: Pre-Award Submission).

Pre-award Submittal Package:

1. References and Experience:
   a. List of all past contracts with OGS. Include OGS Project Number and date.
   b. Provide three (3) references (Name, Title, and Phone Number) associated with three (3) different projects (OGS, public, or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two major suppliers used for each of these three (3) projects.

      Provide a copy of recent past experience as required under the filing of the NYS Vendor Responsibility Questionnaire (CCA-2 document) with the Office of the State Comptroller. Provide only Attachment A: Completed Construction Contracts and Attachment B: Uncompleted Construction Contracts. For additional information, see:

      http://www.osc.state.ny.us/vendrep/form_cca2.htm

2. Workforce and Work Plan – Provide a detailed written Work Plan which shall demonstrate the contractor's understanding of overall project scope and shall include, but not be limited, to the following:
   a. Sequential listing of specific project activities required to successfully complete the Work of the contract.
      1. Include Critical Milestones.
      2. Include phasing of the Work, if required.
      3. Include listing of long lead items.
      4. Impact of weather and restricted work period(s).
      5. Include a list of site-/project-specific safety hazards, and how such hazards will be considered in performance of the Work.
   b. Résumés for Contractor's proposed supervisory staff, including qualifications for specialized expertise or any certification(s) required to perform the Work.
   c. Schedule Preparer qualifications when required by specification 013200.
   d. Submittal Coordinator qualifications when required by specification 013300.
   e. Names of proposed major sub-contractors (more than 15% of the bid amount or where critical systems of work are identified in the contract) and a listing of the related trade of work and value.
   f. Any special coordination requirements with other trades.
   g. Any special storage and staging requirements for construction materials.

3. Detailed Cost Estimate:
   a. A copy of a Detailed Cost Estimate outlined in CSI format.

4. Provide information for any other special requirements at the request of the Director's Representative.

26.2 When requested by the Contracting Officer or their representative, Bidders shall, within the time specified by the Officer, submit to the Officer the names of the Subcontractors the Bidder proposes to use on the project. The Contracting Officer reserves the right to disapprove the use of any proposed Subcontractor. In such an event the Bidder shall submit the name of another Subcontractor in like manner within the time specified by the Officer. The Bidder shall have and will make no claim for compensation if the Contracting Officer disapproves any proposed Subcontractor. The Contracting Officer reserves the right to reject any bid if the names of proposed Subcontractors, or additional subcontract information, are not submitted as required.

END OF DOCUMENT

DOCUMENT 003126

EXISTING HAZARDOUS MATERIAL INFORMATION

1.01 ASBESTOS SURVEY REPORT

Samples listed in the report were collected at the Project Site and tested for Asbestos Containing Materials (ACM). The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. In order to determine the Asbestos content, samples were analyzed by polarized light microscopy (PLM) and/or transmission electron microscopy (TEM). The report is intended for the State design and estimate purposes only, and is included to provide bidders with that same information available to the State. The Bulk Samples are representative of Homogeneous Area (HA) and is defined as a suspect material of similar age, appearance, function and texture. All field information was organized in accordance with 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA). See the Renovation Survey for Asbestos-Containing Materials, Lead-Based Paint, & PCB's report included in the Appendix for type, condition, location and approximate quantity of ACM.

1.02 LEAD SURVEY REPORT

Samples listed in the report were collected at the Project Site and tested for Lead content. The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. In order to determine the lead content the Atomic Absorption method or a XRF Analyzer was used. This report is intended for State design and estimate purposes only, and is included to provide bidders with the same information available to the State. The samples are representative of like materials in the Work area. All lead containing materials may not have been sampled. See the Renovation Survey for Asbestos-Containing Materials, Lead-Based Paint, & PCB's report included in the Appendix for details.

1.05 PCB SAMPLING REPORT

Samples listed in the report were collected at the Project Site and tested for PCBs. The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. Bulk, wipe or air sampling was used in determining the PCB content. This report is intended for State design and estimate purposes only, and is included to provide bidders with the same information available to the State. All PCB containing materials may not have been sampled. See the Renovation Survey for Asbestos-Containing Materials, Lead-Based Paint, & PCB's report included in the Appendix for details.

END OF DOCUMENT

DETACH AND USE THIS FORM

BID FORM FOR: Q2020-H

HVAC WORK
REPLACE ROOF, MESS HALL, BUILDING 5
FIVE POINTS CORRECTIONAL FACILITY
6600 STATE ROUTE 96
ROMULUS, NY

State of New York
Office of General Services
Design and Construction Group
Division of Contract Management
35th Floor, Corning Tower
The Gov. Nelson A. Rockefeller
Empire State Plaza
Albany, NY 12242

THIS IS A 4 PAGE BID FORM. ALL PAGES MUST BE COMPLETED.

THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS) IN THE AMOUNT STATED IN THE ADVERTISEMENT FOR BIDS.

The Undersigned agrees to complete the Work within the time stated in Section 011000 of the Specifications.

The Undersigned acknowledges his/her understanding of the social policy concerning minority and women business participation in the State building construction program, and pledges to cooperate with the State in the implementation of this policy, and further pledges to exert good faith efforts to achieve participation of minority and female employees.

The Undersigned certifies, as to each of the occupations listed in the Prevailing Rate Schedule applicable to this Project, the ability and willingness to exert good faith efforts to achieve the goal for minority and women workforce participation as set forth in the Supplementary Conditions.

The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goals for Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Businesses participation as set forth in the Supplementary Conditions.

The Undersigned declares that the Bidding and Contract Documents have been carefully examined and that all things necessary for the completion of the Work shall be provided.

The Undersigned agrees that the bid security shall be subject to forfeiture if this bid is accepted by the State and he/she does not submit executed copies of the Agreement WITHIN TEN (10) DAYS OF RECEIPT OF A WRITTEN REQUEST TO PROVIDE SUCH AGREEMENT. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not 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;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(4) This contract shall not cause or result in a violation of Section 74(3)(e) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the State with any business entity in which he/she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his/her official duties."

Federal Employer I.D. No. _____

(5) The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS's procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at https://ogs.ny.gov/acpl.

(6) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (NYS Iran Divestment Act of 2012). The list can be viewed at the following link:

https://ogs.ny.gov/iran-divestment-act-2012

(7) Will New York State Businesses be used in the performance of this contract (refer to Document 007324)?

Yes ☐ No ☐

(8) The New York State Human Rights Law (Human Rights Law), Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

(9) In accordance with State Finance Law § 139-l, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

(10) In accordance with State Finance Law § 139-m, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

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(11) In accordance with Section 165(5) of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland Yes ☐ No ☐ and if yes:

2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

Yes ☐ No ☐

(12) Certification Under Executive Order No. 16 - Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here: https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or which the commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

(13) In accordance with New York State Labor Law Section 220-i, the bidder certifies that it is registered with the New York State Department of Labor (NYSDOL) for public work projects. By submission of this bid and providing the registration number in the space indicated on this bid form, the bidder affirms that its registration is current and valid as of the date of bid submission.

Federal Employer I.D. No. _____

Addenda to the Contract Documents are available at:
https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp
The Undersigned acknowledges receipt and review of all Addenda to the Contract Documents on the above website, listed by number in the space below:

_____

The Undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the following amount:

BID AMOUNT

1.	All Work except Allowance(s)	$ _____.00
2.	Allowance(s) (As described in Section 012100)	$ 13,797.00
	Total Bid Amount (Sum of 1. & 2.)	$ _____.00

FEDERAL EMPLOYER I.D. NO. _____

NYSDOL CONTRACTOR REGISTRATION NO. (per NYS LABOR LAW 220-i) _____

Is your firm a NYS-Certified Minority and Women-Owned Business Enterprise (MWBE)? Yes ☐ No ☐

MWBE CERTIFICATION FILE NO. _____

SIGN BID HERE _____
Authorized Signature

PRINT NAME OF SIGNER _____

TITLE OF SIGNER _____

OFFICIAL COMPANY NAME _____

MAILING ADDRESS _____
Street

_____
City State Zip

TELEPHONE NO. _____ FAX NO. _____
Area Code Area Code

E-MAIL ADDRESS _____

*****

Federal Employer I.D. No. _____

FORM OF BID BOND - BID SECURITY
STATE OF NEW YORK
OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION

Sub. 3, Sec. 8 - Public Buildings Law

BE IT KNOWN, That _____

_____
(Name of Contractor)

_____
(Address)

(hereinafter called the "Principal") and _____ a corporation created and existing under the Laws of the State of _____ having its principal office in the City of _____ duly licensed as an insurance company in the State of New York, (hereinafter called the "Surety"), are held and firmly bound unto The People of the State of New York (hereinafter called the "State"), in the full and just sum of $15,100 good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made, and done, the Principal binds themselves (himself, herself, itself), their (his, hers, its) heirs, executors and administrators, successors and assigns, and the Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the Principal has submitted to the Office of General Services of the State of New York a proposal for HVAC Work, Replace Roof, Mess Hall, Building 5, Five Points Correctional Facility, 6600 State Route 96, Romulus, NY

AND

WHEREAS, the Principal intends to file this bond to guarantee that the Principal will execute a contract and furnish performance and labor and material bonds required by the terms of the Principal's proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the Principal shall promptly submit an executed agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal fails to promptly submit an executed agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then the Surety itself, its successors and assigns, jointly and severally, shall pay the whole sum of money previously set forth in this document to the State.

IN TESTIMONY WHEREOF, the Principal has hereunto set their (his, hers, its) hand and seal and the Surety has caused this instrument to be signed by its Attorney-in-fact, _____ and its corporate seal to be hereunto affixed.

Signed, sealed and delivered in the presence of:

(Corporate seal
of Principal if a corporation)

_____ (L.S.)

_____ (L.S.)

Principal

_____ Company

(Corporate seal of Surety Co.) _____

_____

Attorney-in-fact

Witness _____

Name

_____

Name

(Acknowledgment by principal, unless it be a corporation)

STATE OF NEW YORK
SS.:
COUNTY OF _____

On this _____ day of _____20_____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

_____
Notary Public County

(Acknowledgment by principal, if a corporation)

STATE OF NEW YORK
SS.:
COUNTY OF _____

On this _____ day of _____20_____, 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 _____ of the _____; the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public County

(Acknowledgment by Surety Company)

STATE OF NEW YORK
SS.:
COUNTY OF _____

On this _____ day of _____ 20_____, 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 _____ of the _____; the corporation described in and which executed the within 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 order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

_____
Notary Public County

Empire State Development

NEW YORK STATE'S SURETY BOND

Assistance Program Helps Small Business Contractors Secure Surety Bonding

What is the NYS Surety Bond Assistance Program?

The NYS Surety Bond Assistance Program (NYSBAP) provides technical and financial assistance to help contractors secure surety bonding. Contractors may be eligible to receive a guarantee of up to 30% to secure a surety bond line, bid bond or a performance and payment bond on state projects.

How does the NYS Surety Bond Assistance Program work?

To apply for financial assistance, small business contractors should review eligibility requirements and fill out a pre-application assessment available at the Empire State Development (ESD) website.

If the assessment indicates you are eligible to submit an application, proceed with the Application and submit the required forms.

Guarantees of up to 30% on a bond line or individual contract bid bonds and payment/performance bonds are available from Empire State Development. Being eligible for this program does not automatically ensure bonding. Approval is based on both underwriting by a surety company and ESD's credit assessment. Participating surety companies will make a credit determination in accordance with their internal underwriting standards.

Small businesses can also enroll to receive training and technical support on how to become bond-ready by using the Contact Information below. The classroom training is held throughout New York State.

Who is eligible?

- Applicant must be a NYS small business or MWBE with at least two years of business operation.
- Maximum bond line or project size is $2 million
- Minimum average gross revenue of $400,000 in the last two fiscal or calendar years and maximum gross revenue not to exceed $5 million in the most recent calendar or fiscal year.
- Minimum credit score of 600.
- Previous experience completing similar work to the contract opportunity being pursued.

Find Out More

If interested in training or financial support, please visit ESD's website:
http://esd.ny.gov/BusinessPrograms/BondingAssistance.html

For additional inquiries, please contact:
Ms. Huey-Min Chuang
Senior Director of Business & Economic Development
212-803-3238
BAP@esd.ny.gov

Offerer Disclosure of Prior Non-Responsibility Determinations

See instructions on next page before completing this form.

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

_____

Address: _____

_____

Name and Title of Person Submitting this Form: _____

_____

Contract Procurement Number: _____ Date: _____

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

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

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

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

By: _____ Date: _____

Signature

Instructions for Completing the DCA-3

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

OGS Design and Construction includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to the OGS Design and Construction unit conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over $15,000. This document must also accompany each Emergency Contract Bid Form.

STATE OF NEW YORK - EXECUTIVE DEPARTMENT

OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION GROUP

DOCUMENT 007213
GENERAL CONDITIONS
AUGUST 2010 EDITION

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STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS - APPENDIX A 20

STANDARD CLAUSE FOR CONTRACTOR DEFAULT AND SURETY TAKEOVER - APPENDIX B 28

(Appendix A revised 06/2023)
(Articles 5, 10 and 21 revised in 01/2011)
(Article 23 corrected in 02/2017)

ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Agreement, the Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications, Addenda issued prior to the receipt of bids and all subsequent modifications and changes issued pursuant to the General Conditions.

1.1.1 The Performance and Payment Bonds are not a part of Single Trade Contract less than two hundred thousand dollars.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral including the bidding documents.

1.3 The Contract may not be modified except in accordance with the General Conditions.

1.4 The project is designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Contractor deviate from the contract documents except as provided for in the contract. The Contractor shall notify the State of any deviations or conflicts observed that may violate the Building Codes.

ARTICLE 2 - DEFINITIONS

2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.

2.2 The term “Agency” means the officer, board, department, commission, authority, fund or public benefit corporation executing the Agreement.

2.3 The term “Commissioner” means the Commissioner of General Services.

2.4 The term “Comptroller” means the Comptroller of the State of New York.

2.5 The term “Contracting Officer” means the Director of Contract Administration of the Design and Construction Group of the Office of General Services or his representative designated in writing.

2.6 The term “Contractor” means the person, firm or corporation executing the Agreement or the successor or assignee of the Contractor approved in writing by the Contracting Officer. If the text requires, the term includes the person, firm or corporation executing any Agreement in furtherance of the Project or the successors or assigns approved in writing by the Contracting Officer.

2.7 The term “days” means calendar days.

2.8 The term “Director” means the Director of Construction of the Design and Construction Group of the Office of General Services who will have general direction and supervision of the Work.

2.9 The term “Director’s Representative” means the employee or agent of the Design and Construction Group designated in writing by the Director as such. Under the general supervision of the Director, the Director’s Representative shall have complete charge of the Work and shall exercise full supervision and direction of the Work. Where the Contract Documents specifically designate a person to perform a function or duty, that person shall be the Director’s Representative but only for the performance of that function or duty. Where the word “directed” appears in the Contract Documents, the words “by the Director’s Representative” shall be deemed inserted thereafter in each case except where it is obviously inappropriate in context.

2.10 The term “Group Director” means the Deputy Commissioner for Design and Construction, Office of General Services.

2.11 The term “liquidated damages” means the amount of money to be assessed against the Contractor for delay in physical completion of the Work.

2.12 The term “physical completion” means the date upon which the Director’s Representative certifies that all deficiencies noted on the Final Inspection List have been corrected and is evidenced by issuance of the Physical Completion Report.

2.13 The term “premises” means all land, buildings, structures and all other things of any kind located on or adjacent to the Site and owned, occupied or otherwise used by the State.

2.14 The term “product data” means manufacturer’s catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.

2.15 The term “Project” means Work at the same Site carried out pursuant to one or more sets of Contract Documents.

2.16 The term “provide” means furnish and install complete, in place and ready for operation and use.

2.17 The term “sample” means physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard which the Contractor is required to meet and to show the quality, type, range of color, finish, and texture of the material intended to be furnished for the Work.

2.18 The term “shop drawing” means an original drawing prepared by a Contractor, subcontractor, supplier or distributor which illustrates some portion of the Work showing fabrication, layout, fitting or erection details.

2.19 The term “Site” means the area within the contract limit, as indicated by the Contract Documents, including all land, buildings, structures and other things located within those limits.

2.20 The term “State” means the State of New York.

2.21 The term “substantial completion” means that the Work or major milestones there of as contemplated by the terms of this contract are sufficiently complete so that the Work can be used for the purpose for which it is intended.

2.22 The term “Work” means all that which is required of the Contractor by the Contract Documents including labor, materials, tools and equipment.

2.23 The term “Offerer” shall mean the individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.

ARTICLE 3 - INTERPRETATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.

3.2 Upon the Contractor’s written request, the Director’s Representative may issue written interpretation or drawings necessary for the proper execution or progress of the Work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.

3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 In the event of conflicting provisions in the Contract Documents, the drawings will take precedence over the specifications.

3.6 In the event of conflicting provisions within the drawings, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive. On all drawings, figures take precedence over scaled dimensions.

3.7 In the event of conflicting provisions within the specifications, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive.

3.8 If during the performance of the work, the Contractor identifies a conflict in the Contract Documents; the Contractor shall promptly notify the Director’s Representative in writing of the conflict and advise as to the course of action the Contractor proposes to follow. The Director’s Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

ARTICLE 4 - SUBMITTALS

4.1 The Contractor and the Director shall adhere to the submittal and scheduling requirements specified in Division 01 - General Requirements.

4.2 The Contractor shall approve all submittals before submitting them. By such approval, the Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data and that it has checked and coordinated shop drawings, product data and samples with the requirements of the Contract Documents and that it has verified the completeness, correctness, and accuracy of the submittal.

4.3 The Director’s approval of shop drawings, product data and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director of any anticipated deviation utilizing the required deviation request form,

(available at the OGS D&C website),at the time of submission. Written approval of the specific deviations as outlined on the request form shall be required. The Director's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.

4.4 Portions of the Work requiring shop drawings, product data, quality assurance information, or sample submittals shall not be commenced until the appropriate submittals have been approved by the Director.

4.5 The Contractor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Contractor's operations and proposed operations upon the Project all in accordance with Division 01 - General Requirements.

4.6 During the term of this Project, the Director may require any Contractor to modify any schedules which it has submitted either before or after they are approved so that the Work of any contract in furtherance of the Project may be properly progressed and so that changes in the Work or the work of related contracts is properly reflected in the schedules.

4.7 Where indicated under the specific submittal requirements of the specifications, a re-evaluation fee of $250.00 will be assessed against the Contractor for each re-evaluation required of any submittal package that is deemed incomplete, or lacking appropriate content or required format as required by the individual specification section.

ARTICLE 5 - MATERIALS AND LABOR

5.1 All materials, equipment and articles used permanently in the Work which become the property of the State shall be new unless specifically stated otherwise.

5.2 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials unless the materials containing the asbestos have been previously approved for use by the State. If asbestos is found in installed products not previously approved by the State, then it will be the responsibility of the contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the State of New York in compliance with the requirements of the contract.

5.3 Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name and catalog or model number or name, the intent is not to limit competition but to establish a standard of quality which the Director has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents which is approved by the Director and which meets the requirements of the Contract Documents providing the Contractor gives timely notice of the Contractor's intent in accordance with the submittal and scheduling requirements of Division 01 - General Requirements.

5.4 The Contractor shall have the burden of proving at the Contractor's own cost and expense, to the satisfaction of the Director, that the proposed product is equal to the named product. The Director may establish criteria for product approval. The Director shall determine with absolute discretion whether a proposed product is to be approved.

5.5 If the Contractor fails to comply with the provisions of this Article, or if the Director determines that the proposed product is not equal to that named, the Contractor shall supply the product named.

5.6 The Contractor shall have and make no claim for the extension of time or for damages because the Director requires a reasonable period of time to consider a product proposed by the Contractor or because the Director disapproves such a product.

5.7 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent Work, whether the contingent Work be the Work of its contract or the Work of other Contractor's, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.

5.8 Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

6.1 The Contractor shall designate in writing competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All Direction given to the Contractor's Representatives shall be as binding as if given to the Contractor. A Superintendent or Project Manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts valued up to $500,000 the contractor shall provide a supervisor for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work.

6.1.2 For contracts valued from $500,000 to $2,000,000 the Contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct and schedule the Work, shall attend all project meetings, shall coordinate the Work of subcontractors, and make purchase and cost decisions on behalf of the Contractor.

6.1.3 For contracts valued from $2,000,001 to $5,000,000 the contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Contractor shall also provide a Project Manager who shall attend project meetings, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. The Contractor shall provide required information to the Director's Representative for the Project Schedule.

6.1.4 For contracts valued from $5,000,001 to $10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations.

6.1.5 For contracts valued for more than $10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.

6.2 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.3 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and Minority/Women Owned Business Enterprises Status. Each request for approval of a subcontractor whose subcontract will be valued at $10,000.00 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.4 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.5 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

ARTICLE 7 - USE OF PREMISES

7.1 If the Premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform

the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.

7.2 Any request received by the Contractor from any source other than the Director or the Director's Representative to change the Work or its sequence shall be referred to the Director's Representative for determination.

7.3 The Contractor, its subcontractors and their employees shall not have access to or be admitted to any area of the Premises outside the Site except with the written permission of the Director's Representative.

ARTICLE 8 - PERMITS AND COMPLIANCE

8.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.

ARTICLE 9 - INSPECTION AND ACCEPTANCE

9.1 The Director's Representative will inspect and test the Work at reasonable times at the Site, unless the Director determines to make an inspection or test at a place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Director to reject the completed Work.

9.2 The Contractor shall, without charge, promptly correct any Work the Director's Representative finds does not conform to the Contract Documents unless in the public interest the Director consents to accept such Work with an appropriate adjustment on the Contract sum and/or to any terms and conditions of the Contract. The Contractor shall promptly remove rejected material from the Premises.

9.3 If the Contractor does not promptly correct rejected Work including the work of other sub-contractors destroyed or damaged by removal, replacement, or correction, the Director may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 13 of the General Conditions.

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

9.5 The Contractor shall keep the Director's Representative informed of the progress of the Contractor's Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Director's Representative shall be performed in such manner as not to unreasonably delay the Work.

9.5.1 The Contractor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.

9.5.2 The Contractor shall be back-charged with any cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection, or for deficient work that shall require re-testing.

9.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Contractor shall be compensated for the additional services involved in such examination and reconstruction by order on contract and, if completion of the Work has been delayed thereby, shall receive a suitable extension of time.

9.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents.

9.8 The Contractor shall remedy all defects, paying the cost of any damage to other work or property of the State resulting there from, which shall appear within a period of one year from the date of physical completion.

9.9 Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

9.9.1 Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

9.9.2 This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. Any change in schedule resulting from an order on contract will be issued in accordance with the provisions of Paragraphs 4.6 and 13.5 of these General Conditions.

10.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an order on contract signed by the Contracting Officer. The order on contract shall describe or enumerate the Work to be performed, state the amount (if any) to be added to or deducted from the Contract sum and state the time allowed (if any) for the performance of the changed work. If the extent or cost of the Work is not determinable until after the changed Work is performed, the order on contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the order on contract, the Contractor shall promptly indicate such disagreement in writing by certified mail directed to the Contracting Officer and shall promptly proceed in accordance with the order on contract. The Contractor's letter of disagreement shall identify by number the order on contract with which the Contractor is disagreeing, the elements with which the Contractor disagrees and a statement as to why there is a disagreement on each element. The letter of disagreement shall be accompanied by documentation of every material element of the Contractor's basis for disagreement. The Contracting Officer shall promptly review the Contractor's letter and supporting documentation and advise the Contractor in writing of any modifications to the order on contract or of the confirmation of the order on contract as issued. The Contracting Officer may, in the exercise of discretion, conduct informal discussions or meetings with the Contractor and/or State Officials, employees or agents prior to rendering a decision.

10.3 If the Contractor is required to perform Work for which the Contractor believes it is entitled to an order on contract, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Contractor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Contractor shall maintain complete cost records including but not limited to time and payroll records, material invoices and delivery tickets, equipment rental and purchase invoices for itself and all subcontractors, suppliers and material-men when the Contractor performs work which the Contractor believes is extra or additional work. Failure to maintain such records shall waive any right to extra and additional costs beyond those costs supported by actual cost records.

10.4 The Contracting Officer shall determine the value of any order on contract by one or more of the methods provided in Division 01 - General Requirements.

10.5 Irrespective of the method used or to be used by the State in determining the value of a change order, the Contractor shall after receipt of a request, promptly submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 30 days from the date of a "request for proposal" from the Director's Representative. Should the contractor fail to respond or submit the required cost proposal within the 30 day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond or provide an acceptable proposal; waives any claim or rights to any extra and or additional costs as determined by the Contracting Officer.

10.6 Unless otherwise specifically provided for in a change order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

10.7 No order on contract which creates a liability on the State shall be binding unless approved by the Office of the State Comptroller.

ARTICLE 11 - SITE CONDITIONS

11.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided by the State or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Director before any such condition is disturbed. The Director shall promptly investigate and, if it is determined that the conditions substantially differ from those which should have been reasonably anticipated, shall make such changes in the Drawings and Specifications as may be required. If necessary, the Contract sum and completion date shall be adjusted, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

ARTICLE 12 - SUSPENSION OF WORK

12.1 The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director may determine.

12.2 Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

12.3 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article for a period or periods not exceeding thirty days in total shall not increase the cost of performance of the Work of this Contract other than costs directly related to demobilization and remobilization for the Work, temporary services costs, equipment rental which cannot be practically suspended and temporary protection measures which are unusual but necessary.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.1 All time limits stated in the Contract are of the essence of the Contract.

13.2 Termination for Cause.

13.2.1 If in the judgment of the Group Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or is failing to complete the Work within the time provided by the Contract, the Group Director may terminate the Contract by written notice. In such event, the Group Director shall order the surety to complete the Work.

13.2.2 If it is determined after the award of the contract that there exists any cause of so serious or compelling a nature, including but not limited to, submission to a contracting agency of a false or misleading statement on a NYS Vendor Responsibility Questionnaire, or in some other form in connection with a bid for or award of this or any other contract or a request for approval of a subcontractor, that it raises questions about the present responsibility of a contractor or subcontractor, the Group Director may terminate the Contract by written notice. In such event, the Group Director may or may not in his sole discretion, order the surety to complete the Work.

13.2.3 The Director will notify the Contractor and Surety that the State is considering declaring the Contractor in default and will arrange a hearing with the Contractor and the Surety to discuss methods of performing and completing the contract work.

13.2.4 If the State formally declares the contractor in default the State will demand upon the Surety to complete any and all remaining work pursuant to the terms of the Contract and the Surety Takeover Guidelines incorporated as Appendix B. The Surety may undertake to perform and complete the work itself, through its agents or through independent contractors approved by the State. The State will agree to pay the balance of the Contract price to the Surety in accordance with the terms and conditions of the Contract or to the designee authorized in writing by the surety upon acceptance of the Surety's completion plan pursuant to Appendix B. incorporated herein.

13.2.5 The surety agrees to complete any investigation into the default of the Contractor and advise the Group Director as to its intended course of action within ten days of receipt of the written notice of default. That notice will detail the underlying reasons for the default and provide pertinent documentation including the surety takeover guidelines of the Contracting Officer. Any request by a surety for execution of a takeover agreement, shall be delivered to

the Contracting Officer for consideration, within the same ten day period. No changes in the terms and conditions of the Contract will be considered. All rights remedies and defenses of the parties are reserved and no rights, remedies or defenses of the parties are waived, by virtue of the surety's agreement to assume contract performance under the bond

13.2.6 The Surety may elect to forfeit the remaining penal sum of the Performance Bond within twenty days of notification of default by the State; with no additional penalties imposed, upon the execution of a release prepared by the State. The State will determine the value of the remaining Work based upon its investigation of the Work in place against payments previously authorized. As soon as practical the Surety will tender payment therefore to the State.

13.2.7 If the surety fails or refuses to complete the Work within twenty five days of the notification of the contractors default or if the Surety fails or refuses to complete the work within the time frames allotted by the State, the Group Director may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the State resulting from the failure or refusal to complete the Work in accordance with the Contract or the failure to complete the Work within the time provided by the Contract.

13.2.8 Should the Surety fail to commence the work the Group Director will notify the Surety that the State is considering declaring the Surety in default and will arrange a hearing with the Surety to discuss methods of performing and completing the contract work. It is the policy of the Office of General Services, Design and Construction Group to let a Contract for the remaining work after the 21st day of the demand upon the Surety to complete the Work pursuant to the terms and conditions of the Contract, and the Performance Bond filed with the Office of the State Comptroller.

13.3 The amount of Liquidated Damages shall be the product of $1,000.00 times the number of days of delay in physical completion of the work. Upon the assessment of such damages the State may withhold the sum of the damages contemplated from payments to avoid an overpayment to any firm where damages would apply.

13.3.1 If the Group Director terminates the Contract, damages shall consist of liquidated damages, if any, until the Work is physically completed, plus any increased costs occasioned the State in completing the Work.

13.3.2 If the Group Director does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the Work is physically completed.

13.4 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

13.4.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, and

13.4.2 The Contractor notifies the Director in writing of the causes of delay within ten days from when the Contractor knew or ought to have known of any such delay.

13.5 The Director will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Director's judgment, the findings of fact justify such an extension, and the Director's findings of fact shall be final and conclusive on the parties.

13.6 If after notice of termination of the Contract, it is determined for any reason the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

13.7 The rights and remedies of the State provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

13.8 The State, as defined in Article 2 of these General Conditions, reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the offerer in accordance with the written notification terms of the contract.

ARTICLE 14 - TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE STATE OF NEW YORK

14.1 The Group Director may terminate this Contract whenever the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The State shall pay the Contractor the sum of:

14.1.1 The costs actually incurred by the Contractor, subcontractors, and sub-subcontractors or their suppliers up to the effective date of such termination, and

14.1.2 The cost of settling and paying claims, provided the concurrence of the Contracting Officer is obtained prior to agreeing to any such settlement, arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under 14.1.1 above, and

14.1.3 An amount determined by adding to the amount of the costs under 14.1.1 above a sum equal to 20% (comprised of 10% overhead and 10% profit) thereof, provided, however, that if it appears that the Contractor would have sustained a documentable loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article to reflect the indicated rate of loss.

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

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

ARTICLE 15 - DISPUTES

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, bonuses or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

15.2 The Contractor must request such decision in writing by certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which are the basis of the dispute or disagreement. Such writing shall identify the nature of the dispute or disagreement; identify the person who rendered the decision or interpretation involved and the date of the decision or interpretation with which the Contractor disputes or disagrees, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute or disagreement; and identify the relief sought.

15.3 The Group Director may cause an investigation to be made of the circumstances involving the dispute or disagreement and may cause a fact-finding proceeding to be conducted before rendering the decision.

15.4 The Contractor agrees that the decision of the Group Director shall be final and conclusive. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

ARTICLE 16 - STATUTORY REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

16.1 Pursuant to Section 313 of Article 15-A of the Executive Law of the State of New York, the Director of the Division of Minority and Women's Business Development has promulgated rules and regulations (Parts 140 through 145 of Subtitle N of Title 9 New York Code of Rules and Regulations) (the "Regulations") for the purposes of ensuring that certified Minority and Women owned Business Enterprises shall be given the opportunity for meaningful participation in the performance of State contracts and to facilitate the award of a fair share of State contracts and subcontracts to such business enterprises.

16.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.

16.3 The Contractor agrees, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of

New York which relates to the resolution of disputes which may arise under this Article.

16.4 The Contractor agrees to include the provisions of Paragraphs 16.2 and 16.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.

16.5 The Regulations referred to in Paragraph 16.1 of these General Conditions require, among other things, that a bidder or proposer for a State contract submit a utilization plan which shall identify certified Minority or Women Owned Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.

16.5.1 Pursuant to the Regulations: (1) the Commissioner may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Commissioner may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and (5) the Commissioner may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Commissioner and taking into consideration all the criteria set forth in Section 313 of the Executive Law.

16.5.2 The Contractor is referred to the entirety of the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

ARTICLE 17 - COORDINATION OF SEPARATE CONTRACTS

17.1 The State may award other contracts which affect the Work of this Contract. In that event, the Contractor shall coordinate its Work with the work of other contractors in such manner as the State may direct. Each contractor shall control and coordinate the work of its subcontractors, if any. The State shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

17.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.

17.3 The Director's Representative shall issue appropriate directions and take such other measures to coordinate and progress the Work as may be reserved to the State in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take.

17.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent delays in the progress of any individual contractor's work. Accordingly, the State does not guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by the State and delays attendant upon any State-approved construction schedule.

17.5 The State shall not be liable for delays which occur by reason of any contractor's failure to comply with directions of the State or because of the neglect, failure or inability of any contractor to perform its work efficiently.

17.6 The Contractor shall defend, indemnify and hold the State harmless from any and all claims or judgments of damages and from costs and expenses to which the State may be subjected or which it may suffer or incur by reason of or based upon an allegation of the Contractor's failure to promptly comply with the directions of the Director's Representatives.

17.7 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the State for the performance of work upon the Site of work which may be necessary to

be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall have no claim against the State for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

17.8 Should any other contractor having or who shall hereafter have a contract with the State for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the State harmless from all such claims.

ARTICLE 17A - DELAYS

17A.1 For the purposes of this Contract, the term delay includes delay, disruption, interference, inefficiencies, impedance, hindrance and acceleration.

17A.2 The Contractor agrees to make claim only for additional costs as defined in Document 012200, section 1.01, paragraph H from causes listed below, attributable to delay in the performance of this contract, occasioned by any act or omission to act by the State or any of its representatives. The Contractor also agrees that delay from any other cause shall be compensated for solely by an extension of time to complete the performance of the work.

17A.2.1 The failure of the State to take reasonable measures to coordinate and progress the work.

17A.2.2 Extended delays attributable to the State in the review or issuance of orders on contract or field orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple orders on contract, which constitute a qualitative change to the project work and which have a verifiable impact on project costs.

17A.2.3 The unavailability of the site for such an extended period of time which the Director determines to significantly affect the scheduled completion of the contract.

17A.2.4 The issuance by the Director of a stop work order relative to a substantial portion of work for a period exceeding thirty days.

17A.3 The Contractor shall provide "notice of claim" of an anticipated claim for delay to the Contracting Officer by personal service or certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which form the basis of the claim. The Contracting Officer shall acknowledge receipt of the Contractor's notice, in writing, within five days. The Contractor agrees that the State shall have no liability for any damages which accrue more than fifteen days prior to the delivery or mailing of the required notice. The notice shall at a minimum provide a description of any operations that were, are being, or will be delayed, the date(s) and reasons for the delay, and, to the extent known, the information required by Paragraph 17A.6 of these General Conditions. In no case, shall oral notice to the Director's Representative or contracting officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. In no case, shall written notice to the Director's Representative or any other individual other that the Contracting Officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. The Contracting Officer is located at the following location:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

17A.4 Failure by the Contractor to adequately progress the completion of the work will be considered in determining the causes of delay. For any claim asserted under this Article, the Contractor shall keep detailed written records of the costs and shall make them available to the Contracting Officer at any time for the purposes of audit and review. Failure by the Contractor to provide the required written notice or to maintain and furnish records of the costs of such claims to the Contracting Officer shall constitute a waiver of the claim.

17A.5 The provisions of this Article apply only to claims for extra or additional costs attributable to delay and do not preclude determinations by the Director allowing reimbursement for additional costs for extra work pursuant to Article 10 of these General Conditions.

17A.6 REQUIRED CONTENT OF CLAIM SUBMISSION.

17A.6.1 As noted in Paragraph 17.A.3 of these General Conditions, all claims for delay shall be submitted in writing to the Contracting Officer and must be in sufficient detail to enable the Contracting Officer to ascertain the basis and the amount of each claim. The following information shall be provided by the Contractor upon request of the Contracting Officer if not previously supplied:

a. A description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.

b. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.

c. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are claimed to be adversely affected including the report and conclusions of all engineering and scheduling experts or other consultants, if any.

d. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

e. A copy of the approved project schedule and a copy of the "notice of claim" required for the specific claim by Paragraph 17A.3 of these General Conditions.

f. To the extent known, the name, function, and activity of each State official, employee or agent, involved in, or knowledgeable about facts that gave rise to such claim.

g. The name, function, and activity of each Contractor or subcontractor officer, or employee, involved in, or knowledgeable about facts that gave rise to such claim.

h. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.

i. The amount of additional compensation sought and a breakdown of that amount into the categories specified in Division 01 - General Requirements.

j. If an extension of time is also requested, the specific number of days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

17A.7 REQUIRED CERTIFICATION OF CLAIMS.

17A.7.1 When submitting any notice of claim or claim data, the Contractor must certify in writing and under oath:

a. That supporting data is accurate and complete to the Contractor's best knowledge and belief;

b. That the amount of the claim and the claim itself accurately reflects what the Contractor in good faith believes to be the State's liability.

17A.7.2 If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by a company official in charge of the Contractor's operations pertaining to this contract or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

17A.7.3 Failure to timely comply with any of the requirements of Article 17A for the submission of any claim for delay may constitute grounds for denial of such claim.

ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Contractor shall faithfully perform and complete all of the Work required by the Contract, and has full responsibility for the following risks:

18.1.1 Loss or damage, direct or indirect, to any property owned by the State or to the Work including the building or structure in which the Work is being performed, or any other construction in progress whether being performed by any other contractor or the State, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Director under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional cost.

18.1.2 Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.

18.2 The Contractor, however, shall not be responsible for damages resulting from faulty design or from willful acts of State officials or employees or from negligence resulting solely from acts or omissions of the State, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this Article.

18.3 The Contractor shall indemnify and save harmless the State, its employees and agents from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the State may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the State. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the State.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

19.1 Before commencing the Work and until the established Physical Completion date, all insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; and the Contractor shall furnish to the Contracting Officer a Certificate of

Insurance in a form satisfactory to the Contracting Officer showing that the Contractor has complied with this Article. Insurance shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Contracting Officer; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; and shall be endorsed to provide written notice be given to the Contracting Officer at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, any notice shall be addressed to:

Division of Contract Administration
Director
35th Floor, Corning Tower
Albany, New York 12242

19.1.1 The endorsement shall name The People of the State of New York, its officers, agents, employees and the assigned construction manager as additional insureds there under. This additional insured shall be primary and non-contributory. (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 and a copy of which shall be furnished along with the Certificate of Insurance.) The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract or field order.

19.1.2 The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required by the terms of this Contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.1.3 The Contractor shall be solely responsible for the payment of all deductibles and Self Insured Retentions.

19.1.4 Not less than thirty days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

19.2 The kinds and amount of insurance is as follows:

19.2.1 Workers' Compensation Insurance and Disability Benefits Law. A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the Contract, whether performed by the Contractor or by its subcontractor.

19.2.2 Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than $2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability resulting in Bodily Injury, Property Damage, Personal Injury or loss of use arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.2.3 Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

19.2.4 Builder's Risk: The Contractor shall be liable for any and all damages and losses to the Project prior to the State of New York's acceptance of the Project as fully completed except that the Contractor shall not be liable for:

19.2.4.1 Losses covered by the Builder's Risk property insurance provided by the State of New York; except that the Contractor shall be liable for the applicable deductible.

19.2.4.2 All policies shall be issued by insurance companies licensed to conduct such business under the laws of the State of New York, shall be written for the benefit of the State of New York and for the Contractor as their interests may appear, and shall run until the contract physical completion date. The State of New York must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and re-filed not less than thirty days before such expiration date.

19.2.5 If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance including asbestos, lead or mold, and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than $5,000,000, providing coverage for bodily injury and property

damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractor's work. The State of New York shall be named as additional insured and this shall be primary.

19.2.5.1 If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

19.3 The Contractor may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverage's provided for by this article. It is required that companies affording coverage list the company name in full as filed with the New York State Insurance Department. The contract number and project location must be provided in order to approve the certificate.

19.4 Should the Contractor fail to provide or maintain any insurance required by law the Contract will be considered null and void. Further, no contractor is permitted to access the project site without providing proof of proper insurance to the Contracting Officer or his designated representative. No payments will be authorized by the Contracting Officer to any firm who fails to comply with the provisions of this Article.

ARTICLE 20 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

20.1 The State shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given the Contractor for any cessation of such possession by the State. Such possession or use shall not be deemed an acceptance of any Work. While the State is in such possession, the Contractor, notwithstanding the provisions of Article 18 of the Contract, shall be relieved of the responsibility for loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

ARTICLE 21 - PAYMENT

21.1 The Contractor shall submit monthly, or at more frequent intervals if permitted in writing by the Contracting Officer, a requisition for a progress payment to the designated payment office for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

Division of Contract Administration
Bureau of Contract Performance
35th Floor, Corning Tower
Albany, New York 12242

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the contractor shall submit to the Contract Payment Audit Group no later than 60 days from the period of when the work occurred, acceptable proof of labor and material costs specific to the approved scope of work as verified by the Directors Representative, to the Contracting Officer for audit, verification and approval prior to the submission of any payment. The Contract Payment Audit Group is located at the following location:

Division of Contract Administration
Contract Payment Audit Group
35th Floor, Corning Tower
Albany, New York 12242

21.1.2 The submittal of cost for reimbursement to the Contractor shall be in such form and supported by such evidence as the Contracting Officer may reasonably require.

21.1.3 For those contracts designated as Electronic Contractor Requisition (ECR) eligible, if the contractor agrees to participate (participation is not mandatory – a contractor may still elect to submit paper requisitions) , the contractor shall provide an Electronic Contractor Requisition (ECR) Program Certification form which shall become part of this agreement. The contractor further certifies that the individual certifying the requisition is duly authorized to undertake requisitioning transactions. The contractor understands that the State will rely on the information disclosed in the contractor's requisition consistent with all of the

provisions of this Article. A contractor need not submit electronic requisitions in order to receive electronic payments.

21.2 The Director or the Contracting Officer may refuse to approve the requisition or a portion of it if the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.

21.3 Payment will be made for approved materials not yet incorporated in the Work which are in short and/or critical supply and for materials determined to be specifically fabricated for the project. Requisitions which require payment for materials shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Contracting Officer may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

21.4 When the Work or major milestones thereof as contemplated by the terms of this Contract are substantially completed, the Contractor shall submit to the Contracting Officer a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause to be paid the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the Contracting Officer shall cause to be paid, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

21.5 No more than 60 days after the issuance of the Physical Completion Report, the Contractor shall submit to the Contracting Officer or his designated representative a requisition for payment of the remaining Contract balance. Upon receipt of this requisition, the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause such requisition to be paid less any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Contractor waives any claim or right to payment of any contract balance which has not been requisitioned for payment within 60 days of the issuance of the Physical Completion Report.

21.6 The final certificate letter will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes and claims relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered. The Contractor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer pursuant to Article 17A, within thirty days of the issuance of the Physical Completion Report.

21.7 The final certificate letter will constitute the acceptance of the Work by the State, except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.

21.8 No payment will be made to a foreign Contractor until it furnishes satisfactory proof that it has paid all taxes required of foreign Contractors under the provisions of the New York State Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the New York State Tax Law.

21.9 The contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until such time as the filing occurs.

21.10 The Contractor acknowledges that it will not receive payment on any requests for payment unless the contractor complies with the State Comptroller's electronic payment deposit procedures Payments requested by the contractor will only be facilitated via electronic deposit, except where the Commissioner has expressly authorized payment by paper check.

ARTICLE 22 - AUDITS AND RECORDS

22.1 The Group Director, the Comptroller or their representatives shall have the right to examine all books, records, documents, and other data of the Contractor, subcontractors, material-men or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

22.2 The above materials shall be made available at the office of the Contractor, subcontractors, material-men or suppliers at all reasonable times for inspection,

audit or reproduction until the expiration of six years from the date of the final certificate for the Contract.

22.3 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six years from the date of any resulting final settlement.

22.4 Records which relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until such appeals, litigation or claims have been disposed of.

22.5 The Contractor shall insert a clause containing all of the provisions of Paragraphs 22.1 to 22.4 of these General Conditions in all subcontracts or purchase orders issued hereunder.

22.6 The Contractor shall make available to the Contracting Officer, upon written request, all records required to be kept by this Contract or by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

ARTICLE 23 – LABOR LAW PROVISIONS

23.1 The contractor shall post, in a location designated by the State, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the State directs the contractor to post. The contractor shall provide a surface for such notices which is satisfactory to the State. The contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

23.2 The contractor shall distribute to each worker for this Contract a notice, in a form provided by the State, that this Project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of contractor and all Subcontractors and all employees of Suppliers entering the Site. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract. At the time of distribution, the contractor shall have each worker sign a statement, in a form provided by the State, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by Paragraph 23.3 of these General Conditions.

23.3 The contractor shall maintain on the Site the original certified payroll or certified transcripts thereof which the contractor and all of its Subcontractors are required to maintain pursuant to New York Labor Law Section 220. The contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Paragraph 23.2 of these General Conditions.

23.4 A contractor or subcontractor who is required under New York Labor Law Section 220 to maintain transcripts of payroll records must submit to the contracting agency a transcript of the original payroll record within thirty days of issuance of its first payroll and every thirty days, thereafter. The copy of the payroll record must be subscribed and affirmed as true under penalty of perjury. The copy must include the contract number and should be directed to the Director's Representative at the job site. The Directors Representative is hereby designated as the individual responsible for the receipt, collection and review for authenticity of payroll records filed for this contract, consistent with Article 23.4, General Conditions and subparagraph (iii) and (iv) Section 220 Labor Law.

23.5 In accordance with New York Labor Law §222-H, the contractor agrees where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of this contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, 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 hours in duration.

23.6 In accordance with New York Labor Law § 220 (3) (a), the Contractor and every sub-contractor agrees to notify all laborers, workers or mechanics in their employ in writing of the prevailing rate of wage for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of every public works contract, and with the first paycheck after July first of each year, the Contractor and every sub-contractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the department, of the telephone number and address for the department. The notice shall also

inform each laborer, worker, or mechanic of his or her right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, he or she does not receive the proper prevailing rate of wages or supplements for his or her particular job classification that he or she is entitled to receive under the contract.

ARTICLE 24 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS

24.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his contract or agreement.

24.2 New York State Finance Law

24.2.1 New York State Finance Law § 139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

24.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The required forms to be completed by the offerer must be submitted to the Governmental Entity conducting the government procurement. The Governmental Entity will have included the disclosure request in its solicitation of proposals or bid documents or specifications of contract documents, as applicable, for procurement contracts.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 Appendix A, standard clauses for all N.Y. State contracts, is attached hereto and is made a part of this agreement as if set forth herein.

25.2 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

25.3 RETAINED PERCENTAGES: The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the State shall retain five percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the State shall retain ten percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.

25.4 DOMESTIC STEEL: The Contractor agrees, that if the value of this contract exceeds $100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

25.5 COMMENCEMENT OF ACTIONS: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the completion of physical work. The Contractor may notify the State in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty days previous to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the State, within thirty days of receipt of such notice, notifies the Contractor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and addressed to:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

25.5.1 In the event that the Contractor fails to send the notice provided for herein or the State disagrees in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

25.6 WORKER'S COMPENSATION LAW: In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.

25.7 ENVIRONMENTAL CONSERVATION LAWS: The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

25.8 REPORTING OF ILLEGAL ACTIVITY: During the term of the contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Contracting Officer at 518-474-0201, the Group Director, OGS Legal Services, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Office of General Services, will be considered a material breach of the contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor will include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with the State contract.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the

employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under the Performance Bond.

2. The Surety's obligation under this Bond shall arise after:

2.1 The State has notified the Contractor and the Surety in writing that the State is considering declaring a Contractor in default, or

2.2 The State has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract, and

2.3 The State has agreed to pay the Balance of the Contract Price to the Surety or to a Contractor selected to complete the Contract in accordance with the terms of the Contract with the State.

3. The Surety shall promptly and at its own expense, take the following actions:

3.1 Undertake to perform and complete the Contract, through its agent or retained contractor; according to the following schedule:

Day 1-10 Immediately begins it investigation Advises OGS of its Representatives.

Day 10-25 Visits Site with OGS representatives to review the contract documents and completed work; and determines extent of acceptable Work.

Day 25-30 Submits proposed completion contractor, completion plan, and CPM as required, for approval by the Office of General Services.

Day 30-44 As completing contractor, the surety or its representative, presents its list of subcontractors to OGS for approval. Additionally an Insurance Certificate naming the Surety and completion Contractor as named insured must be submitted to the Contracting Officer prior to the beginning any completion of the Work. The completion plan and schedule is returned to Surety.

Day 45 Surety begins the Completion of the Work.

4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on the Bond, and the State shall be entitled to enforce any remedy available pursuant to the terms of the contract.

5. After the State has terminated the Contractor's right to complete the Contract, and if the Surety elects to act then the responsibilities of the Surety to the State shall not be greater than those of the Contractor under the Contract, and the responsibilities of the State to the Surety shall not be greater than those provided under the Contract. To the limit of the amount of this Bond, the Surety is obligated to correct defective work and complete the work of the Contract in a timely manner.

6. The penal sum of the Performance Bond furnished by the contractor to the State, approved and filed with the Office of the State Comptroller, in no way shall be impaired or affected by any other bond that may relate to the contract in question.

END OF DOCUMENT

DOCUMENT 007305

SUPPLEMENTARY CONDITIONS - LIQUIDATED DAMAGES

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 2 - DEFINITIONS

2.11 Delete this Paragraph in its entirety and replace with the following:

2.11 The term "liquidated damages" means the amount of money to be assessed against the Contractor for delay in completion of the Work.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.3 Delete this Paragraph in its entirety and replace with the following:

13.3 Liquidated Damages: Should Contractor fail to substantially complete the Work within the time frame set forth in the contract, or as described in a subsequent Order(s) on Contract, the Group Director may assess Liquidated Damages for such failure in the amount of $1,000.00 per day until such time as the Group Director determines that the Work is substantially complete as defined in Section 2.21 herein. Should Contractor fail to achieve physical completion of the work within the time frame set forth in the contract, the Group Director may assess Liquidated Damages for such failure in the amount of $500.00 per day until such time as the Group Director determines that the Work is physically complete as defined in Section 2.12 herein. Notwithstanding the provisions of Article 21 herein, Contractor agrees that the Group Director may withhold the sum of the Liquidated Damages from payments to be made to Contractor as compensation to the State for administrative fees and public inconvenience.

END OF DOCUMENT

DOCUMENT 007307

SUPPLEMENTARY CONDITIONS – MWBE-EEO

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 16 - REQUIREMENTS FOR UTILIZATION OF MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)

Add the following:

16.6 Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures: General Provisions:

16.6.1 OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction (the "Work").

16.6.2 The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.

16.6.3 Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, a breach of contract, leading to the withholding of funds, liquidated damages pursuant to Section 27.9 herein, and/or enforcement proceedings as allowed by the Contract and applicable law.

16.7 Contract Goals:

16.7.1 OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.

16.7.2 For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 16.7.1 hereof, Contractor should reference the directory of NYS Certified MBWEs found at the following internet address:

https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528.

The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

16.7.3 Pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract.

16.7.4 In accordance with Executive Law Section 316-a and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

16.7.5 In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

a. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

b. A list of certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

c. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

d. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

e. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

f. Other information deemed relevant to the request.

16.7.6 The goal for participation in the conduct of the Work is expressed as a percentage equal to the dollar value of the Work performed divided by the Contract Sum. Where the cost to the Contractor of a single item of equipment exceeds twenty-five percent (25%) of the total contract price and where the Contractor has shown good faith efforts to obtain such equipment from MWBE manufacturers and suppliers, and was unsuccessful in obtaining the equipment from an MWBE, the cost of such equipment shall be deducted from the contract sum prior to computing the MWBE participation.

16.7.7 The MWBE utilization credit for Work performed by MWBEs will be determined as follows:

a. Where an MWBE is not the Contractor - MWBE utilization credit will vary depending on how the MWBE performs Work under the Contract, as follows:

i. Where the MWBE performs Work under the Contract as a subcontractor, MBE or WBE utilization credit will be 100% of the dollar value of the Work performed by the MBE or WBE.

ii. Where the MWBE performs Work under the Contract as a manufacturer, MBE or WBE utilization credit will be 100% of the dollar value of the Work performed by the MBE or WBE.

iii. Where the MWBE assists in the performance of the Work under the Contract as a supplier, MBE or WBE utilization credit will be 60% of the dollar value of the Work performed by the MBE or WBE.

iv. Where the MWBE assists in the performance of the Work under the Contract as a broker, MBE or WBE utilization credit will be equal to the percentage of the commission, or the mark-up percentage, of the items brokered, applied to the dollar value of the Work performed by the MBE or WBE.

b. Where the Contractor is a joint venture including one or more MWBEs as joint venturers, MBE or WBE utilization credit will be the Contract Sum multiplied by the percentage of the joint venture's profits (or losses) that are to accrue to the MWBE joint venturer(s) under the joint venture agreement.

c. Where any MWBE is the Contractor or where the Contractor is a joint venture consisting entirely of MWBEs, and the Contractor can document good faith efforts to subcontract to MWBE subcontractors and/or suppliers - the Contract Sum.

Add the following articles:

ARTICLE 26 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)

26.1 The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed, or rendered or furnished to, the contracting State agency ("the Work") except where the Work is for the beneficial use of the Contractor.

26.1.1 Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

26.1.2 By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

The Contractor will include the provisions of Clause 26.1.2 and Clause 26.3 of this Article, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

26.2 New York State Contract System Workforce Utilization Reporting Module (Construction)

The Contractor shall submit, and shall require each of its subcontractors to submit, a Workforce Audit throughout the term of this Contract, by the 10th day of each month to report the actual workforce utilized during the previous month in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal

occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the New York State Contract System Workforce Audit Module found at the following website:

https://ny.newnycontracts.com/

The Workforce Audit must be submitted electronically in the New York State Contract System (NYSCS). Separate audits shall be completed by Contractor and all subcontractors. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

26.3 Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. 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.

ARTICLE 27- MWBE COMPLIANCE

27.1 By entering into a Contract with OGS, Contractor certifies that it has submitted a completed MWBE Utilization Plan via the New York State Contract System (NYSCS) prior to contract award and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section 16.7.1 of this Supplement. The NYSCS may be accessed at **https://ny.newnycontracts.com**. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated, or if known, actual dollar amounts to be paid to an MWBE. If Contractor is unable to submit such Plan through the NYSCS, Contractor certifies that it used Form BDC 328 (Contractor's Utilization Plan) to submit the Plan. The BDC 328 form is available for download at https://ogs.ny.gov/mwbe/forms.

27.2 By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.

27.3 OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS' acceptance or issue a notice of deficiency within 30 calendar days of receipt. Contractor understands that making false representations or including information evidencing 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.

27.4 Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

27.5 Access to the Contractor's Books: The Contractor shall permit access to its books, records and accounts by the State for purposes of investigation to ascertain compliance with the provisions of this Article. The contractor shall include this provision in every subcontract so that such provision will be binding upon each subcontractor.

27.6 If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit an Application for MWBE Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

27.7 If OGS, upon review of the MWBE Utilization Plan and updated Contractors list of Subcontractors and Suppliers determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

27.8 **Monthly MWBE Contractor Compliance Report**

27.8.1 In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the NYSCS to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at **https://ny.newnycontracts.com**. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

27.8.2 When a Contractor receives a payment from OGS under an OGS contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an e-mail or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

27.8.3 To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "Introduction to the System – Vendor Training" and "Contract Compliance Reporting - Vendor Training" to become familiar with the NYSCS. To view the training schedule and to register visit:

https://ny.newnycontracts.com/events.asp.

27.8.4 As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on "Account Lookup" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "Change Info." It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "Request New User." When identifying the person responsible, please add "- MWBE Contact" after their last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links

for “Contact Us & Support” then “Technical Support” on the NYSCS website.

27.8.5 If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit Contractor’s Monthly Payment Report on Form BDC 58 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: OGS OBD, 29th Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

27.8.6 It is the Contractor’s responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in Section 27.9 below.

27.9 Liquidated Damages – MWBE Participation

27.9.1 Where OGS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to OGS.

27.9.2 Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

27.9.3 After the Contractor has been afforded the process it is due, if OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

27.10 Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

DOCUMENT 007310

SUPPLEMENTARY CONDITIONS - CONTRACTOR'S SUPERVISION

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

ARTICLE 6 Delete this Article in its entirety and replace with the following:

6.1 The Contractor shall designate in writing, competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All direction given to the Contractor's representatives shall be as binding as if given to the Contractor. A superintendent or project manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts awarded up to $1,000,000 the Contractor shall provide a supervisor, for the Contractor's staff, who shall be in attendance at the Site throughout the active performance of the Work, including active performance of the Work by subcontractors.

6.1.2 For contracts awarded from $1,000,001 to $5,000,000, the Contractor shall provide a superintendent, for the Contractor's staff, who shall be in attendance at the Site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Contractor shall provide a supervisor who shall be in attendance at the Site throughout the active performance of the Work until Physical Completion. The superintendent's responsibilities include, but are not limited to, directing and scheduling the Work, attending all Project meetings, coordinating and controlling the Work of subcontractors, and ensuring full compliance with the Contract documents. The Contractor shall also provide a project manager for the Contractor's staff from award through Substantial Completion. The Project Manager's responsibilities shall include, but are not limited to, developing and maintaining the submittal system and project schedules, attending Project meetings, making purchasing and cost decisions on behalf of the Contractor, Orders on Contract responses and negotiations, and closeout and warranty documentation. The Contractor shall provide required information to the Director's Representative for the Project schedule.

6.1.3 For contracts awarded from $5,000,001 to $10,000,000, in addition to the requirements of Article 6.1.2, the contractor shall provide a Project Manager for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion.

6.1.4 For contracts awarded for more than $10,000,000, in addition to the requirements set forth in Article 6.1.3, if at any time the Contractor has more than five subcontractors performing Work on the Site simultaneously, the Contractor shall provide an additional Superintendent to coordinate the Work of the subcontractors.

6.2 Should the Director deem any employees of the Contractor not satisfactory or unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.2.1 Infractions that are dismissible for project managers, superintendents, or supervisors include, but are not limited to, the failure to develop and maintain Project schedules, failure to comply and enforce safety regulations, failure to schedule inspections or provide adequate notice as required by Contract Documents, failure to attend and adequately prepare for meetings as required by Contract Documents, and failure to follow directions regarding the Work provided by the Director's Representative.

6.3 The experience levels noted below in this Article will be used in evaluating the qualifications and experience of the supervisors, superintendents, and Project Managers, as applicable.

6.3.1 Supervisors, required by paragraph 6.1.1, shall have a minimum of five years of experience in the role of supervisor with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the supervisor is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed supervisor upon request.

6.3.2 Superintendents, required for any contracts awarded above $1,000,000 as set forth in Article 6.1.2, shall have a minimum of five years of experience in the role of Superintendent with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the Superintendent is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed Superintendent upon request.

6.3.3 The Project Manager, required for any contracts awarded above $1,000,000 as set forth in Article 6.1.2, shall have a minimum of five years of experience in the role of Project Manager with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the Project Manager is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed Project Manager upon request.

6.4 No subcontractor shall be allowed at the Work Site before approval by the Director and the Contracting Officer. Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the Work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and certification status as a Minority- and Women-Owned Business Enterprises and/or Service-Disabled Veteran-Owned Business. For each proposed subcontractor, the Contractor shall also provide the New York State Department of Labor registration number in accordance with NYS Labor Law Section 220-i. Each request for approval of a subcontractor whose subcontract will be valued at $10,000 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.5 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.6 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to, the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda and Orders on Contract.

END OF DOCUMENT

DOCUMENT 007311

SUPPLEMENTARY CONDITIONS – PAYMENT

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 21 - PAYMENT

Add the following sub-paragraph:

21.2.1 The Director or the Contracting Officer may withhold payment requisitions or refuse to approve a portion of a payment requisition if the Contractor fails to provide an agreed to Baseline Project Work Plan, Project Schedule Updates, Recovery Project Schedule, or other scheduling requirements in accordance with Division 01 - General Requirements.

END OF DOCUMENT

DOCUMENT 007322

SUPPLEMENTARY CONDITIONS - WORKERS' COMPENSATION

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

Add the following paragraphs to 19.2.1:

> The contractor agrees that pursuant to WCL Section 141-b, this contract may be terminated if it is determined that at the time of either the bid submission or contract award, the contractor was, in fact, debarred by WCL Section 141-b, or was a substantially owned affiliate of a debarred contractor.
>
> Additionally, the contractor agrees that it must replace, at no additional charge to the State, any subcontractor who the State or the contractor learns was debarred by WCL Section 141-b prior to or during the contract.

END OF DOCUMENT

DOCUMENT 007323

SUPPLEMENTARY CONDITIONS – VENDOR RESPONSIBILITY

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 25 - MISCELLANEOUS PROVISIONS

Add the following paragraphs:

25.10 VENDOR RESPONSIBILITY: Contractor shall at all times during the Contract term remain responsible. Contractor agrees, if requested by the Commissioner of OGS or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers any information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or his or her designee issues a written notice authorizing a resumption of performance under the contract.

Upon written notice to Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or his or her designee at Contractor's expense where Contractor is determined by the Commissioner of OGS or his or her designee to be non-responsible. In such event, the Commissioner of OGS or his or her designee may complete the contractual requirements in any way he or she may seem advisable and pursue available legal or equitable remedies for breach.

In no case shall termination of the contract by the state be deemed a breach thereof, nor shall the state be liable for any damages or lost profits or otherwise, which may be sustained by Contractor as a result of such termination.

END OF DOCUMENT

DOCUMENT 007324

SUPPLEMENTARY CONDITIONS - ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

Add the following paragraphs:

25.11 Encouraging New York State Businesses

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all government entities benefiting from this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question shown below ***on the Bid Form for this project***:

Will New York State Businesses be used in the performance of this contract? _____ _____
Yes No

The successful bidder who answers "Yes" to this question on the bid form will be required to list the New York State business(es) that will be used on the **Contractor's List of Subcontractors/Suppliers** (Form BDC 329), which must be submitted within ***fifteen (15) days after award*** of the contract.

END OF DOCUMENT

DOCUMENT 007326

SUPPLEMENTARY CONDITIONS - ORDERS ON CONTRACT (CHANGE ORDERS)

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

Replace paragraph 10.1 with the following:

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. The Contractor shall complete a time impact analysis (TIA) pursuant to specification section 013113 concurrently with the pricing of the order on contract. Potential time adjustments shall be determined based on the TIA with presented costs. If the Work of the order on contract impacts the substantial completion date, the Contractor must notify the Director's Representative prior to the negotiation of the order on contract and a time adjustment may be issued. If the Contractor does not develop a time impact analysis during the negotiation of an order on contract, the Contractor shall forfeit their right to a time adjustment.

Replace paragraph 10.5.1 with the following:

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 15 calendar days from the date of a "request for proposal" from the Director's Representative with their cost proposal and time impact analysis (TIA). If the contractor believes additional time is required to prepare and submit a responsive proposal, a justification and proposed response duration must be submitted to the Director's Representative or his/her designated representative within 10 days from the date of a "request for proposal". If approved, the 10-day requirement will be extended as the State may deem appropriate. Should the contractor fail to respond or fail to submit the required cost proposal within the 15-day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond to a request for proposal or provide an acceptable and responsive cost proposal; waives any claim or rights to any extra and or additional costs and/or time as may be determined by the Contracting Officer, and the overrides resulting from this action will be limited to the values as set forth in section 012200.

END OF DOCUMENT

DOCUMENT 007327

SUPPLEMENTARY CONDITIONS – SDVOB

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following article:

ARTICLE 28 – PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 3 of the Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

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

28.1 Contract Goals

28.1.1 OGS hereby establishes overall goals under this contract of 6% for SDVOB participation for the C trade contractor, 0% for SDVOB participation for the E trade contractor, and 3% for SDVOB participation for the H trade contractor, based on the current availability of qualified SDVOBs. Trades with 0% goals are encouraged to make "good faith efforts" to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should refer to the **List of Certified NYS Service-Disabled Veteran-Owned Businesses**, which can be accessed from the OGS website page at the following link:

https://online.ogs.ny.gov/SDVOB/search .

Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts specified in Document 002113 Instructions to Bidders. Additionally, following Contract execution, Contractor is encouraged to contact DCSDVOB@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

28.1.2 Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause 28.4 below).

28.2. SDVOB Utilization Plan

28.2.1 The Contractor's SDVOB Utilization Plan, using the form BDC 328S, available for download at https://ogs.ny.gov/veterans/forms, shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, and the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future

bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

28.2.2 The apparent low bidder must submit the completed SDVOB Utilization Plan within seven (7) calendar days after the bids are opened. OGS will review the submitted SDVOB Utilization Plan and advise the bidder of OGS acceptance or issue a notice of deficiency within twenty (20) calendar days of receipt.

28.2.3 If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within nine (9) calendar days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within seven (7) calendar days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on form BDC 333S. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

28.2.4 OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

a. If a Bidder fails to submit an SDVOB Utilization Plan;

b. If a Bidder fails to submit a written remedy to a notice of deficiency;

c. If a Bidder fails to submit a request for waiver; or

d. If OGS determines that the Bidder has failed to document good faith efforts.

28.2.5 If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth in this section.

28.2.6 Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

28.3 Request for Waiver

28.3.1 In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in 28.4 below, may submit a request for a partial or total waiver on form BDC 333S (https://ogs.ny.gov/veterans/forms), accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses 28.2.2, 28.2.3 and 28.2.4 will apply. If the documentation included with the waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

28.3.2 Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made prior to the submission of a request for final payment on the Contract. Such waiver requests shall be made on form BDC 333S, accompanied by supporting documentation, and emailed to ogs.sm.sdvobcomp@ogs.ny.gov.

28.3.3 If OGS, upon review of the SDVOB Utilization Plan (BDC 328S) and Contractor's Monthly SDVOB Payment Report (BDC 58S), determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within nine (9) calendar days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

28.4 Required Good Faith Efforts

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

a. A list of the general circulation, trade, and other publications and dates of publications in which the Contractor solicited the participation of certified SDVOBs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

b. A list of certified SDVOBs that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified SDVOBs. Describe specific reasons that responding certified SDVOBs were not selected.

c. Descriptions of the Contract documents, plans and specifications made available to certified SDVOBs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

d. A description of the negotiations between the Contractor and certified SDVOBs for the purposes of complying with the SDVOB goals of this Contract.

e. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.

f. Other information deemed relevant to the request.

28.5 Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance each month to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be reported by the Contractor using form BDC 58S (form and instructions located at https://ogs.ny.gov/veterans/forms) and emailed by the 10th day of each month for the preceding month's activity to ogs.sm.sdvobcomp@ogs.ny.gov.

28.6 Breach of Contract and Damages

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

END OF DOCUMENT

DOCUMENT 007331

SUPPLEMENTARY CONDITIONS – LABOR LAW PROVISIONS

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 23 – LABOR LAW PROVISIONS

Add the following paragraph:

23.7 In accordance with New York Labor Law §220-i, the Contractor and all subcontractors shall be registered with the New York State Department of Labor prior to commencing any Work. The Contractor is responsible for ensuring and verifying that all subcontractors are registered before they commence work on the project. Any delays or costs incurred due to a Contractor's or subcontractor's failure to be registered, or the Contractor's failure to verify such registration, shall be borne solely by the Contractor and shall not be grounds for an extension of time or additional compensation.

END OF DOCUMENT

SECTION 011000.01 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. The title and location of the Work is printed on the cover of this Project Manual.

B. Type of Contract: Fixed price.

1.2 RELATED CONTRACTS

A. The Project consists of the following separate contracts:

1. Construction Work Project No. Q2020 - C
2. HVAC Work Project No. Q2020 – H
3. Electrical Work Project No. Q2020 – E

B. The suffix letter at the end of the project number distinguishes the separate Contracts. The Sections in Division 01 of the Specifications which have more than one suffix letter (such as this Section) are common to each related Contract.

1.3 SUBSTANTIAL AND PHYSICAL COMPLETION DATES

A. Substantially complete the Work within 170 days after the Agreement is approved by the Comptroller.

1. The time allocated for the performance of work under this contract includes 10 days for notification of the Contractor of the Comptroller's approval of the Agreement.
2. The approval of the Agreement by the Comptroller constitutes the filing of the Contract Documents as a public record and notice to the Contractor that a fully executed contract exists between the Contractor and the State.

B. Physically complete the Work within 90 days after the established Substantial Completion date.

1.4 CONTRACT AWARD SUBMITTALS

A. Submittal No. 1: Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS-SUPPLIERS information required in SCHEDULES AND RECORDS Article in Specification Section 013000 not later than 15 days after approval of the Contract by the Comptroller.

B. Submittal No. 2: Submit Preliminary Project Schedule related information noted in 013113 Project Planning and Scheduling or 013200 Construction Progress Documentation, whichever section is applicable, within 15 days after approval of the Contract by the Comptroller for review by the Director's Representative and OGS Scheduling.

1.5 RESTRICTED WORK PERIOD

A. Construction Work Contract: Do not perform the roofing and related Work on or after December 1st and up to, but not including April 1st unless approved otherwise, in writing, by the Director. During this period, clear the roof of materials, equipment, and debris. Maintain the roof in a watertight condition.

1.6 ITEMS NOT INCLUDED

A. The following items shown on the Drawings are not included in the Contract:

1. Items indicated "NIC" (Not in Contract).
2. Existing construction, except where such construction is to be removed, replaced, or altered.

1.7 CONFINED SPACE

A. Comply with confined space and permit-required confined space as defined in Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).

B. Comply with Safety Requirements for Confined Spaces (ANSI/ASSE Z117.1-2009).

C. All spaces shall be treated as permit-required confined spaces until the Contractor and/or subcontractors are able to re-classify the space to a non-permit confined space as per 29CFR 1910.146 and ANSI/ASSE Z117.1-2009.

D. Indicated confined spaces are not intended to limit or define Contractor's or subcontractors' regulatory compliance requirements. In addition to confined spaces indicated on the drawings, other confined spaces may be present or created by the work of this contract. Notify the Director's Representative, in writing, of confined spaces created or eliminated during execution of the Work.

E. For the purpose of inspecting ongoing work, furnish at no additional cost to the State, personnel, as directed, to allow the Director's Representative to enter confined space and permit-required confined space in compliance with Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).

1.8 OCCUPANCY

A. This is an occupied Facility. The building will be occupied and operational during execution of the Work. Ingress to and egress from the building shall be maintained at all times.

1.9 CONTRACTOR USE OF PREMISES

A. Comply with Facility policies relating to smoking at the Site.

B. Store materials and perform the Work so that pedestrian and vehicular traffic is not obstructed.

C. Do not diminish the level of life safety during performance of the Work.

D. Utility Outages and Shutdowns: Do not interrupt utility services or branch services within the building. Provide temporary services required to maintain such services at all times.

E. Be responsible and accountable for employees, suppliers, subcontractors and their employees, with regard to their use of the premises. Direct them to comply with the Facility Regulations and with the security and traffic regulations.

F. Furnish Facility authorities with a telephone number or method to contact the supervisor for the Work in case of an emergency after work hours, including weekends and holidays.

G. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.

1. Upload and maintain electronic SDS documents on the Submittals Website (SDS tab).
2. SDS tab is organized by prime contracts. To be readily identified, name products with SDS by specification section number and product name.
3. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Facility's Right-to-Know Information Officer.

H. Direct employees to be watchful for people in or near the work area where safety hazards may be present. Notify the Facility Safety/Security Department, if necessary, to remove them from the work area or Site.

I. Report fire and other emergency situations to the Facility Safety/Security Department immediately.

J. HVAC Work, Plumbing Work, and Electrical Work Contracts:

1. Unless specifically indicated otherwise, furnish drawings or written information to the Construction Work Contractor covering the openings and chases required in new construction for the Work. If such information is not furnished at least 24 hours before start of the applicable part of the Construction Work Contractor's work, all necessary cutting, patching, and refinishing will be included in the Contract at no additional cost to the State.

1.10 REFERENCE SPECIFICATIONS AND STANDARDS

A. Comply with the requirements of the various specifications and standards referred to in these Specifications, except where they conflict with the requirements of these Specifications. Such reference specifications and standards shall be the date of latest revision in effect at the time of receiving bids unless the date is given.

1.11 LAYING OUT

A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Director's Representative before commencing the Work.

B. Lay out the Work in accordance with the Contract Documents.

PART 2 - (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011100 - SAFETY

PART 1 - GENERAL

1.1 SUMMARY

A. This section requires compliance with applicable Safety codes, standards, and regulations, including but not limited to OSHA, Building Code of New York State, Fire Code of New York State, and Facility Regulations.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Summary of the Work: Section 011000.

B. Regulatory Requirements: Section 014100.

1.3 DEFINITIONS, ABBREVIATIONS

A. OSHA: Occupational Safety and Health Administration.

B. BCNYS: Building Code of New York State.

C. EBCNYS: Existing Building Code of New York State.

D. FCNYS: Fire Code of New York State.

E. NFPA: National Fire Protection Association.

F. NEC: NFPA 70E.

1.4 SUBMITTALS

A. Provide a SITE SPECIFIC SAFETY PLAN no later than 15 days after approval of the Contract by the Comptroller. The plan must include at a minimum:

1. Cover page including Project Name/Location/Project Number/Contractor Name/Potential Start/Finish Dates.
2. Complete Scope of work.
3. Roles and Responsibilities page identifying Supervision, list of the names of all competent and/or qualified persons, including their qualifications, for each activity requiring a competent person i.e. excavations, scaffolding, rigging, fall protection, etc.
4. A program for implementing appropriate PPE as specified in the High 5. Hazard Assessment detailed in Subparagraph 1.04 A.11 below.
5. A program for assuring employees have proper work attire, i.e. substantial sole safety-toed footwear, long pants, shirts with minimum 4-inch sleeves, etc.

6. A 100% 6-foot conventional fall protection program which provides full body harnesses, lanyards (connectors), and anchorage points, or guardrails for all trades when working 6 feet above a lower level.

    a. Exception:

        1) When the employer can demonstrate that it is infeasible or creates a greater hazard to utilize these systems, the employer shall develop and implement a Fall Protection Plan, which meets the requirements of paragraph (k) 1926.502. This plan must be approved before implementation by the applicable OGS Regional Safety Manager.
        2) When working from portable ladders.

7. A program for raising employee awareness through the use of weekly Safety Talks (i.e. "Toolbox Talks" or "Tailgate Meetings") on topics related to upcoming/relevant work on the project. Contractor shall be required to verify that all employees on site participated in meeting, with documentation submitted to the Director's Representative.
8. Confined Space entry program and procedures for entry, when applicable.
9. A written Respirable Silica Protection Plan, including tasks for which employees could reasonably be expected to be exposed to harmful silica dust, and control methods that will be used to limit or eliminate exposure, as well as any PPE necessary to ensure protection.
10. Identify specific hazards related to this Project, and how employees will be protected from those hazards.
11. High Hazard Assessment's detailing procedures for all high hazard work activities including, but not limited to:

    a. All lifts involving cranes or material handling equipment.
    b. Scaffolding where scaffold working deck is expected to be 10' or higher from a lower level.
    c. Demolition.
    d. Excavations where anticipated depth is 5' or more.
    e. Hot work activities, which shall follow all applicable requirements stated in NFPA 51B.
    f. Steel erection with specific fall protection requirements detailed.
    g. Work at elevations, including roofing work.
    h. Electrical work involving Lock Out - Tag Out (LOTO) procedures.

        1) High Hazard Assessments shall include a step-by-step breakdown of a given task, the hazards associated with each step, the controls that will be utilized to eliminate or minimize the hazards, and the PPE that will be used to protect from remaining hazards.
        2) All required certifications shall be provided for all applicable types of work with required training/certifications (i.e., Powder Actuated Tools, Aerial Lifts, Forklifts, Crane Operators License, etc.).

12. A project safety inspection program, with a minimum of one documented safety inspection per week, during the course of construction. Submit copies of all resultant inspection reports to the Director's Representative on a weekly basis.

13. A program for providing proper care for injured employees, including the name of the employee with First Aid/CPR certification who will be on site at all times during the course of construction, to include local hospital/medical facility locations and contact information.
14. Provide an Emergency Action and Evacuation Plan, including Fire Protection and Emergency Response, when applicable.

    a. Plan to include:

        1) Procedures for reporting a fire or other emergency.
        2) Procedures for emergency evacuation, including type of evacuation and exit route assignments.
        3) Emergency Contact information.
        4) Procedures on how to alert workers of an emergency.
        5) Procedures to account for all employees after evacuation and muster/evacuation points.
        6) A list of all major fire hazards, to include type of fire protection equipment necessary to control hazard.

B. Provide safety orientation training for each employee prior to their starting work on site. This orientation shall include, but not be limited to: Fitness for Duty (drug, alcohol, and cannabis policies), training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, injury reporting and protocols, emergency evacuation and preferred medical providers, and HAZCOM (GHS Harmonization). Provide documentation of all safety orientation training for each new employee on the site, including all subcontractors, to the Director's Representative.

C. Accident Reporting: The Director's Representative shall be immediately notified of any and all accidents. A copy of a written accident report shall be furnished to the Director's Representative within 24 hours of an incident.

    1. After any incident on site resulting in an employee being injured or damage to property, a Post- Accident Review Investigation shall be held as soon as possible after any incident. As a minimum, this investigation will involve the injured person, his/her supervisor, the responsible project superintendent and/ or supervisor and the onsite safety supervisor. The contractor shall be responsible to provide a written Post-Accident Corrective Action Plan, which will detail immediate steps taken to correct any unsafe condition that led to injury/property damage, long-term actions to prevent repeat incidents from happening on the site, and roles and responsibilities of individuals who will be implementing the corrective measures, which will be reviewed for effectiveness and continually monitored for implementation.

1.5 STOP WORK ACTIVITY AUTHORITY

A. All NYS OGS Representatives have the authority to stop a work activity that exposes any Contractor employees to potentially serious injury and/or illness. The responsible Contractor shall immediately cease work, perform an assessment of the activity that is exposing employees to any Immediately Dangerous to Life or Health (IDLH) conditions, and take action necessary to satisfactorily address the unsafe condition(s), at no cost to the State. The activity may only resume when a NYSOGS Representative and respective Contractor's Safety Representative verify

corrective measures have been satisfactorily completed. Any related impact to time of completion shall be considered within the Contractor's control.

B. No site work, other than mobilization, shall commence until the Site-Specific Safety Plan is approved.

1.6 ADDITIONAL SAFETY POLICIES THAT WILL BE ADHERED TO THROUGHOUT THE CONSTRUCTION PHASE

A. All contractors are required to utilize head (hardhat) and eye protection (safety glasses) at all times well within the project limits.

B. Any employee exposed to equipment/vehicles shall be required to utilize an ANSI Level 2 Safety Work Vest.

C. Contractors are strictly prohibited from utilizing any state-owned equipment or materials during construction.

D. All tools/equipment on multi-trade projects shall bear identifiable markings as to which contractor the tool/equipment belongs to. If any tool/equipment on the project does not have contractor's markings, the tool shall be immediately removed from the site until owner claims the tool/equipment.

E. Seatbelts shall be utilized when operating all heavy equipment designed to be operated in a seated position. When traveling in a vehicle, all employees shall be seated in a secured seat with a seatbelt in place.

F. Inspections of scaffolding prior to use, and excavations prior to entry shall be documented by an on-site competent person. Documented inspection will be available on-site for inspection by the Director's Representative.

G. All electrical cords/water hoses, if feasible, shall be run overhead to avoid additional slip/trip hazards. If not feasible due to physical restrictions, cords/hoses shall be placed to avoid all walkways and work areas.

H. All heavy equipment being utilized on site shall have a fire extinguisher of suitable size/rating within reach of operator.

I. Any fuel-powered equipment shall have a fire extinguisher of suitable size/rating no closer than 10 feet and no further than 25 feet from the equipment.

J. All electrical work shall be done when panels/lines/boxes have been de-energized and locked out, unless otherwise approved in writing by the Director's Representative.

K. An applicable sized Spill Kit shall be available on all jobsites where heavy equipment is being utilized.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011100

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Include in the contract sum the allowances stated in this Section.

B. Should the net cost be more than the specified amount of the allowance, the contract sum will be adjusted by Order on Contract in accordance with the General Conditions. No Work in excess of the allowance will be permitted except by Order on Contract. Should the net cost be less than the specified amount of the allowance, the balance will be deducted from the final payment

1.2 ALLOWANCES FOR CONTINGENCIES

A. Include in the contract sum the amount indicated below to cover the cost of additional labor and materials for contingent activities within the scope of the Contract as directed in writing by Field Order. The Field Order will include a description of the Work and a method for determining the cost of such Work.

1. Construction Work Contract: $98,464.
2. HVAC Work Contract: $13,797.
3. Electrical Work Contract: $5,360.

B. The value of the directed Work under this allowance will be determined by one or more of the methods authorized in Section 012200 which will be specified in the Field Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012100

SECTION 012200 - COST COMPUTATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Contracting Officer shall determine the value of any order on contract or field order by one or more of the following methods:

1. Agreed to Amount:

a. By estimating the fair and reasonable cost of:

1) Labor, including all wages, required wage supplements and insurance/taxes required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of working foremen, workers and other employees below the rank of the Contractor's designated representative directly employed at the Site of the Project, and, on contracts with an award price less than $500,000, the Contractor's designated representative, regardless of job title or work status.
2) Materials (to be installed or turned over to the State).
3) Consumables are items that are used during the progression of the extra work that do not become a permanent part of the Work and as such are considered overhead.
4) Equipment, excluding hand tools, which, in the judgment of the State, would have been or will be employed exclusively and directly on the omitted work or extra work.
5) Where the omitted or extra work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the omitted or extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by any sub-subcontractor), an additional sum equal to:

a) 10 percent of the first $10,000 of the above-estimated costs, including the subcontractor's percentage override.
b) Plus 5 percent of the next $90,000 of the total of said items.
c) Plus 3 percent of any sum in excess of $100,000 of the total of said items.
d) For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified, or changed work as described in writing to the Contractor and the reductions enumerated shall be applied individually to each Order on contract issued on a Contract. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, material, plant, equipment, tools and all

incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item.

6) By accepting an amount agreed upon by both parties, which amount is to be calculated in a manner similar to that provided in subparagraph 1.01 A. 1. a.
7) Should the Contractor fail to submit the required proposal as required by Article 10.5.1, the Contractor shall be compensated as follows:

a) The costs will be determined by the State as described in 1.01 A. 1. a. above, but the percentages for profit and overhead will be as follows:

(1) Where the omitted or extra work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 10 percent thereof, but, where the omitted or extra work is performed by a subcontractor, by adding a sum equal to 10 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by any sub-subcontractor), an additional sum equal to:

(a) 5 percent of the first $10,000 of the above-estimated costs, including the subcontractor's percentage override.
(b) Plus 3 percent of any sum in excess of $10,000 of the total of said items.

2. ACTUAL COSTS - By determining the actual cost of the extra work in the same manner as in the above Subparagraph 1.01 A. 1.a. except that actual costs of the Contractor be utilized in lieu of estimated costs. The State shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor is properly authorized to commence performance of such work.
3. By applying the applicable price or prices set forth in the Contract Documents or by applying a unit price agreed to by both parties.
4. All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in Subparagraphs A.1.a. 1), 2) and 4), and below in Paragraph 1.01 F., of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefore will be made by the State.

B. Irrespective of the method used or to be used by the State in determining the value of extra or omitted work, the Contractor shall, after receipt of a request, shall within 15 days submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes their proposal for the change. The State shall promptly respond to such submission.

C. Whenever this Contract requires the determination of labor hours, it shall be determined as follows:

1. Labor Hours shall be based on the labor factors as published in "RSMeans" by Reed Construction Data. The latest versions of the following books shall be used:

a. Building Construction Cost Data
b. Electrical Cost Data
c. Mechanical Cost Data
d. Plumbing Cost Data
e. Site Work and Landscape Cost Data

2. In the event that a labor factor for an item of work is not available from these publications the Director shall establish a labor factor as to the amount of time it takes to perform an item of Work.

a. Conditions that affect the performance of the extra work whether addressed in the Contract Documents or not shall be taken into consideration and negotiated.
b. Unforeseen conditions or conditions that are not identifiable shall not be included in the Contractor's proposal. If while in the process of performing the omitted or extra work a condition or event that affects the work becomes evident, it will be addressed at that time via a field order or change order.

D. Materials:

1. Materials used in performance of the extra work shall conform to Contract Documents and shall be listed by description, quantity, and standard unit of measure.
2. Where the extended value of an item of material is FIVE THOUSAND DOLLARS OR MORE a quote or invoice from a supplier shall be included as part of the Contractor's proposal. The Director's Representative reserves the right to request substantiating pricing documentation to verify actual and reasonableness of any and all submitted costs. This requirement does not impede Subparagraph 1.01 B. above.
3. Travel costs including mileage, tolls, and overnight lodging and meal per diems incurred as a result of the extra work will be reimbursed at costs without any markup for the Contractor or subcontractor as the case may be. Daily travel to the project site must exceed 35 miles, one way, from the Contractor's office address to claim mileage and toll expenses; only mileage beyond 35 miles will be reimbursed. Distance must exceed 50 miles, one way, from Contractor's office address to the project site to claim overnight lodging and meal per diems. Actual cost for overnight lodging and meal per diems will be reimbursed up to the maximum rates listed per locality, as established by U.S. General Services Administration (GSA).
4. Personal Protection equipment required for hazardous materials abatement and materials used to create critical barriers and protection barriers, provided that they are expended during the performance of the extra work or turned over to the State at the request of the Director's Representative, are reimbursable as part of an order on contract.

E. Whenever this Contract requires the determination of the cost of equipment, it shall be determined as follows:

1. Equipment used or to be used in the performance of Work shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed.
2. Equipment, excluding hand tools which are defined as tools and equipment having a new purchase price of less than ONE THOUSAND DOLLARS, and which will be used exclusively and directly on the Work. For the purposes of computing the Contractor's cost for self-owned equipment, the rate used for periods of under five days shall be the monthly

rate set forth for the item of equipment in the Equipment Watch® "Rental Rate Blue Book" published by Penton Media (800 669-3282) divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. The rate used for periods of 5 days or more shall be 45% of the published monthly rate. In the event the "Rental Rate Blue Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as set forth above except that the monthly rate used shall be that set forth in "The AED Green Book" published by Penton Media (800 669-3282). In the event that a rate is not established in the "Rental Rate Blue Book" or "The AED Green Book" for a particular piece of equipment, the Contracting Officer shall establish a rate for ownership costs and operating costs for that piece of equipment that is consistent with its cost and expected life. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies.

3. Rented equipment will be paid for at the actual rental cost. Equipment rented for the Work used in the performance of extra work will be reimbursed for operating costs only.
4. For the purposes of the performance of extra or additional work, when, in the opinion of the Contractor, and as approved in writing by the Director's Representative, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.
5. Notwithstanding any other provision, if the State should determine that the nature or size of the equipment used by the Contractor in connection with the performance of Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the State to be suitable for the performance of Work, the cost of equipment used in calculating the costs of extra work or delay damages will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the State to have been suitable for the performance of the Work. In no event shall the amount paid to the Contractor as the allowance for the use of self-owned construction equipment exceed the lower of the actual cost of such equipment or the depreciated value of such equipment as carried on the Contractor or subcontractors' books.
6. The Contractor shall be reimbursed for its operating costs for self-owned equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables, and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing 100 percent of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
7. The maximum amount of reimbursement for the ownership costs of self-owned equipment is limited to the original purchase price of the equipment as listed in the "Green Guide for Construction Equipment" published by Penton Media (800) 669-3282. In the specific event when the ownership reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.

F. Insurance and Bonds:

1. The additional cost of all required Bonds and Liability and Builder's Risk Insurance Premium required by this Contract, arising from the additional cost of performing extra work shall be paid by a change order or field order to be issued upon physical completion

of the Work and upon the submission of proof of payment of such additional premiums assessed by the respective insurance companies for such additional cost of the extra work.

2. Should the additional work require an additional insurance policy not initially required or anticipated in the execution of the contract, whether required of the Contractor or a subcontract between the Contractor and a subcontractor actually performing extra work, will be reimbursed based on actual cost.

G. Unless otherwise specifically provided for in an order on contract or field order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

H. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the added work exceeds the cost of the deleted work, overhead and profit shall be computed on the amount by which the actual cost of additional labor and material exceeds the actual cost of the deleted labor and material, except no additional overhead and profit shall be allowed on the value of any order on contract or field order determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.

I. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the deleted work exceeds the cost of the added work, the Contractor will be allowed to retain the overhead and profit on the amount by which the cost of the deleted work exceeds the cost of the added work, except that no overhead and profit shall be retained on the cost of work determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.

J. Subject to the provisions of Article 17A of the General Conditions, the following elements of damage, and only the following elements, as determined by the Contracting Officer, will be recoverable by the Contractor as "delay damages" provided that they are actual, reasonable and necessary:

1. Documented additional or escalated job site labor expenses.
2. Documented additional or escalated costs for materials.
3. Documented additional or escalated equipment costs less appropriate credits, as such are determined in accordance with this Section.
4. Documented costs of extended job-site overhead (including job superintendent, office engineer and clerical staff, but not including working foremen).
5. An additional 15 percent of the total of the above items in Subparagraphs 1.01 J. 1., 2., 3. and 4. for home office overhead and profit thereon.
6. Documented additional or escalated insurance and bond costs.
7. When the work is performed by a subcontractor, the Contractor shall be paid the actual, reasonable and necessary cost of such subcontracted work as outlined Subparagraphs 1.01 J. 1. through 4., including the subcontractor's main office overhead and profit of 15 percent. The Contractor shall also be allowed an additional 5 percent administrative fee for processing.
8. The phrases "additional expenses", "escalated expenses", "additional costs" and "escalated costs" shall include expenses and costs above or below those normally incurred in the performance of the work, less any appropriate credit, and/or attributable, with appropriate

credits, to the performance of work or portions of work in a different time period than that which was indicated on the approved progress schedule.

K. The parties agree that, with regard to delay damages, the State will have no liability for the following items and the Contractor further agrees it shall make no claim for the following items:

1. Profit, in excess of that provided for above.
2. Loss of anticipated or unanticipated profit.
3. Labor inefficiencies and loss of productivity.
4. Home office overhead in excess of that provided for above.
5. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on retainage or investment, or any resultant insolvency.
6. Indirect costs or expenses of any nature.
7. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed in a manner satisfactory to the Executive Director.
8. Attorneys' fees or claims preparation expenses.

L. Remedies Exclusive: With respect to extra costs and delay damages, the parties agree that the State shall have no liability to the Contractor for expenses, costs, or items of damage other than those which are specifically identified as payable above. In the event any legal action is instituted against the State by the Contractor on account of any extra work or for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the State's liability will be limited to those items which are specifically identified as compensable above. The Contractor further agrees to make no claim for expenses other than those which are specifically identified as compensable above.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012200

SECTION 013000.01 - ADMINISTRATIVE REQUIREMENTS-ECP Version

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other requirements pertaining to payments are included in the General Conditions and in the various sections of the Specifications.

B. Cost Computations: Section 012200.

C. Submittals: Section 013300.

1.2 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

A. The Electronic Contractor Payments (ECP) program facilitates electronic submission of payment applications and related documents and information via a secure web-based portal. This portal is hereinafter referred to as the "Vendor Interface". Hardcopy (paper) submission of the following forms is waived, and the information required by these forms shall be submitted via the Vendor Interface:

1. BDC 169 (Contractor's Application for Payment form).
2. BDC 187 (Detailed Estimate form).
3. BDC 329 (Contractor's List of Subcontractors–Suppliers).

1.3 SCHEDULES AND RECORDS

A. Submit the following information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.

1. CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS: An affirmative review of the subcontractor's responsibility will be conducted. Any subcontractor disapprovals resulting from negative information derived from the State's review will result in written notice (by letter or e-mail) to the Contractor. A responsibility meeting may result from these actions. The Contractor will defer to the provisions of Article 6, General Conditions, regarding its responsibility to prosecute the work.

a. Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS information using the required electronic entry process via the Vendor Interface.
b. Indicate the items of Work proposed to be accomplished by subcontractors, the name and address of each proposed subcontractor, the dollar value of the subcontract, and Minority and Women-Owned Business Enterprise (MWBE) information.

1) Attach a properly completed and executed NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE – FOR PROFIT CONSTRUCTION (CCA-2) and forward to the Vendor Responsibility Unit for each subcontractor whose subcontract is valued at $100,000.00 or more unless requested otherwise by the Contracting Officer and/or the Director's Representative.
2) As an alternative to submitting a paper version of the form, subcontractors may opt to submit the CCA-2 on-line via the New York State VendRep System. Information on this system and the New York State vendor responsibility requirements is available at: http://www.osc.state.ny.us/vendrep/index.htm.

c. Indicate the names and addresses of proposed suppliers, the dollar value of the supplies, and MWBE information.
d. Failure in providing this information may result in payments being withheld and referral to the Contracting Officer for a responsibility determination.

B. If after initial approval, circumstances require a change in a subcontractor or supplier or require additional subcontractors or suppliers to be used, use the Vendor Interface to submit a revised BDC 329 form that reflects the changes or additions.

1.4 DETAILED ESTIMATE

A. Before making the first requisition for a progress payment, prepare a detailed estimate of quantities and prices for materials, labor and other items required for the Work, which shall aggregate the contract sum.

1. Submit the DETAILED ESTIMATE information using the required electronic entry process via the Vendor Interface.

B. The detailed estimate shall be supported by such evidence, including certified copies of subcontracts, as the Director may require.

C. The detailed estimate must be approved by the Director who may revise it as, in their reasonable judgment, is necessary to make the various items conform to their true values.

1. The value of each requisition for payment shall be based on the approved detailed estimate.

D. The Contractor shall bill any item of work listed as "Lump Sum" to 100%, no partial percentages will be allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013000.01

SECTION 013113 - PROJECT PLANNING AND SCHEDULING

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS AND INFORMATION SPECIFIED ELSEWHERE

A. Summary of the Work: Section 011000.

B. Administrative Requirements: Section 013000.

C. Project Meetings: Section 013119.

1.2 SUMMARY

A. Section includes administrative and procedural requirements to plan, schedule, and document the progress of the Project, work in place, and predict and prevent delays to established activities and milestones during performance of the Work.

1.3 DEFINITIONS

A. Activity: A task or grouping of tasks containing an anticipated start-date and corresponding duration in work days, anticipated labor resources, person responsible for the work, restricted work period, contract reference document, sequence of work, and budgeted cost (if required) comprising a generalized portion of the Work, that can be identified and measured for planning, coordinating, monitoring, and controlling the project.

B. Activity Duration: Time needed for the represented work in work days. No duration in any baseline or recovery schedule shall be longer than one (1) reporting period as defined in Section 013119, except for submittal items. All procurement and work activities must be provided in sufficient detail to meet this duration requirement.

C. Baseline Agreement: The agreement document for Section 013113 which will contain the baseline schedule report.

D. Baseline Project Schedule: The schedule derived from the Contractors' Project Work Plan activities and their prescribed durations, predecessor activities, etc., recognizing the completion of the Work of the Project Work Plan in accordance with the Contract duration. The Baseline Project Schedule will remain unaltered as a tool to measure progress outlined and anticipated during the Initial Schedule Meetings and from the agreed-upon Baseline Project Schedule. The Project Team will agree to the resulting schedule by completing the Baseline Agreement within the Project Work Plan software. OGS Scheduling will maintain the agreed-upon Baseline Project Schedule as the assigned project baseline schedule.

E. Calendar: The calendar utilized for each activity, set according to the direction of OGS Scheduling to accurately reflect anticipated State and Federal holidays. Calendars reflecting

additional shifts or non-traditional work hours must be reviewed with the Director's Representative and approved by OGS Scheduling and prior to use in the schedule.

F. Constraints: Constraints are a function which can manipulate or hold specific dates. Constraints are used by OGS Scheduling in specific instances during the baseline process to hold dates dictated by the terms of the Contract or assigned to submittal & procurement items in the Project Work Plan. Constraints are not allowed to be used/entered by Contractors on any activities except for mobilization items.

G. Data Date: The progress point or "status date" for activities/tasks in the project. Project status is up-to-date as of the Data Date. OGS Scheduling will specify the Data Date for each Project Update Reporting Period.

H. Float: The measure of latitude in starting and/or completing an activity without impeding the successful realization of Project Milestones. It is an expiring Project resource that is jointly owned, not for the exclusive use or benefit of either the State or the Contractors. Float is available as needed to meet scheduled milestones and Project completion. Recognizing float within an activity, or chain of activities, does not permit the Contractors to disrupt progress or to delay completion of an activity.

I. Milestone Activity: A significant start or finish to Work on a given set of activities on the Project, defined by both the Director's Representative and the Contractors. The Project Team will identify milestones, activities, or summary activities for incorporation into the Baseline or Project Schedule to assist in planning, scheduling, and coordinating the Project. This may include major milestones or phases required by the Contract Documents to be utilized by the Contractors and Project Team in developing the Baseline Project Schedule.

J. OGS Project Work Plan System (OGS PWPS): The collaborative online system provided by OGS for Contractors to establish their Project Work Plan activities, duration, prerequisites, resources and budgeted cost (if required) for Work of the Project. All work is entered into the OGS PWPS by the Contractor(s).

1. Importing of any information is not allowed.
2. Time lags are not allowed to be scheduled between activities.

K. OGS Scheduling: The department responsible for assisting and training the Project Team, reviewing, reporting, and interpreting the Contractor Project Work Plan and related information.

L. Preliminary Project Schedule: This schedule is a summary outline of the Contractor's anticipated Project Work Plan for the sequence of work of this Contract through Substantial Completion as noted in the Summary of Work (Section 011000). The activities are developed using anticipated dates and are coordinated among the Contractor(s). The resulting Schedule outlines and aligns the sequence of work for the individual Contract and coordinates the Contracts that are part of a multiple trade Project. The Project Work Plan needs to address sequencing of the work, long lead items, and impact of weather and restricted work periods as noted in Section 002219. The Project Team will agree to the resulting schedule by completing the Baseline Agreement within the Project Work Plan software.

M. Project: Work to be performed as part of one or more Contracts.

N. Project Team: The Designated Representatives acting on behalf of the State and/or Contractors to successfully plan, schedule, and coordinate the Work of the Project.

O. Project Update Reporting Period (Project Schedule Updates): A regular reporting period as stipulated for this Project in Section 013119, that is concluded by a Project Update Meeting for review, evaluation, and adjustments to the Project Work Plan and Activity progress.

P. Project Work Plan: A comprehensive list of Contractor tasks, including prerequisite activities, durations, labor resources, budgeted costs (if required), etc. used to develop the Project Schedule as entered by the Contractor's Supervision staff in the OGS PWPS.

Q. Recovery Project Schedule: Revised Project Work Plan developed from recovery options presented by the Contractor to the Director's Representative when Project Update Reporting indicates the Work is 15 or more work days behind the current Substantial Completion dates of the agreed-to Baseline Project Schedule. The Contractor will update their Project Work Plan accordingly for the revision. The Project Team will agree to the resulting recovery project schedule by completing the Baseline Agreement within the Project Work Plan software. OGS Scheduling will maintain the Baseline Agreement Recovery Project Schedule as the assigned Baseline Project Schedule.

1. The Recovery Project Schedule will only be reviewed by OGS when it is entered in the OGS PWPS

R. Resource: Any labor (workers), material, or equipment, shared or exclusive, required for the completion of the Work or an Activity, for which an associated cost is recognized.

S. Schedule: A comprehensive plan of necessary procedural tasks, including task sequencing, projected start and finish dates, and resource allocation required to successfully complete the Work by the Project completion date. The dates in the Schedule are the result of the sequence, duration, and requirements from the Project Work Plan.

PART 2 - PRODUCTS

2.1 SCHEDULE SOFTWARE

A. The Project Work Plan software (Oracle Primavera) is provided by OGS through the OGS PWPS for use on this OGS contract only.

B. Contractors are required to have Internet access to utilize the OGS PWPS for all parts of this section.

C. Meetings will be held in accordance with Section 013119 and will be conducted via WebEx™ or an equivalent online method provided by OGS.

D. OGS will provide training for access and use of the OGS PWPS. Additional support is available by OGS Scheduling as requested.

PART 3 - EXECUTION

3.1 PROJECT AWARD

A. OGS Scheduling will establish one account for each Contractor.

B. The Initial Schedule and Training Meeting is coordinated by the Director's Representative and Project Team. Prior to the meeting all Contractor accounts need to be set up by OGS Scheduling.

3.2 INITIAL SCHEDULE MEETING – (PERIOD DEFINED BY SECTION 013119)

A. The meeting is mandatory for the members of the Project Team and will be conducted by OGS Scheduling for the purpose of defining the intent of the specification and reporting structure of the Project. The mutual agreements reached at this and subsequent meetings form the basis for the Baseline and other Project Schedule(s), and will be used for coordinating, scheduling, and monitoring the Work of all related contracts.

B. This meeting also includes training for the Project Team using the OGS PWPS. Each session will be one hour (total of two hours) via WebEx™ or an equivalent online method provided by OGS.

1. SESSION 1 - Preliminary Project Schedule & Initial Training
2. SESSION 2 - Baseline Project Schedule Training

3.3 PRELIMINARY PROJECT SCHEDULE – (PERIOD DEFINED BY SECTION 011000, if specified)

A. In the OGS PWPS, the Contractor will develop their Project Work Plan activities and provide information relating to activity naming, anticipated work dates, resources, and budgeted cost (if required) on the OGS PWPS. The Project Team will establish a focused work breakdown structure (WBS). The activities are developed using anticipated dates and are coordinated among the Contractor(s).

B. Activities are to be appropriately placed within the OGS PWPS. Activity durations are only limited by the requirements of coordinating the work of the Preliminary Project Schedule by the Project Team. For the purposes of coordinating this schedule, relationships (predecessors and successors) are not required between the activities.

C. The Preliminary Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113) .

3.4 BASELINE PROJECT SCHEDULE – (45 DAYS AFTER AWARD)

A. The Contractor(s) shall develop and enter their Project Work Plan activities which adequately represent their scope of Work of the Contract and the required coordination efforts for the Project. This includes, but is not limited to, sequence requirements, identification of logical connections to other work critical to Substantial Completion, accounting for critical submittals or submissions,

the fabrication and delivery of long-lead materials, products, specialized equipment or services, and the recognition of critical testing, inspection, or commissioning durations for coordination and tracking.

B. Each activity will identify the Contractor's anticipated duration for the activity defined in workdays, resources, and budgeted cost (if required) of the activity. The Contractor is responsible to provide the mandatory requirements outlined by OGS and the online OGS PWPS layout within the project structure provided by OGS. Revisions to the project structure must be agreed upon by the Project Team.

C. Activity durations cannot exceed the time frame in work days of the Project Reporting Period as defined in Section 013119.

D. The Contractors will identify each activity with a unique Activity Name that clearly communicates the scope of the work item to the rest of the Project Team. No Activity Name or Activity ID will be altered without approval of the Director's Representative and OGS Scheduling after the Baseline Project Schedule has been agreed to by the Director's Representative.

E. The Baseline Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan software (sample agreement included at the end of Section 013113).

3.5 PROJECT SCHEDULE UPDATES (PERIOD DEFINED BY SECTION 013119)

A. Project Schedule meetings will be led by the Director's Representative and held to review Contractor updates to the actual starts, actual finishes, and remaining duration of in-progress activities, and consider logic changes, predecessor alterations, duration amendments, time impact events, and scope changes, for the purpose of determining the status of construction progress for the updated Project Schedule. At each meeting the Project Team will:

1. Agree to the completed Activity dates.
2. Coordinate and agree to the next 6-week Project Work Plan.
3. Evaluate and acknowledge any impact to the Contractor's ability to execute the Project Schedule according to the Baseline Project Schedule.

B. During the progress of Work on the Project, the Contractors are required to document actual start, actual finish, and remaining duration on a daily basis. Information will be posted by the Contractor to the OGS PWPS as defined during the Initial Schedule Meeting.

C. Contractors are required to update the status of all their activities two (2) days prior to the Project Schedule Meeting. The Contractors will notify the Director's Representative and OGS Scheduling when their update information for all activities is complete.

1. Any variation of 5 days (+/-) in the start or finish date for each activity must be explained and posted to each activity.
2. All necessary initiated documents such as Request for Information (RFI), Information Bulletins (IB), Field Orders (FO), Change Orders (CO), and Notice of Claim (NOC) must be incorporated by the Contractor into the Contractor's Work Plan.

3. Any Contractor failing to progress their Work as outlined in the updated Project Work Plan will be informed of their deficiencies and, if required, be requested to provide a recovery option.

D. Performing Work out of sequence with the Project Schedule is not permitted unless written approval is obtained from the Director's Representative prior to commencement.

3.6 RECOVERY PROJECT SCHEDULE

A. When the Project Schedule completion date is projected to be greater than the agreed-to Baseline Project Schedule's Substantial Completion date by 15 or more work days, the Contractor(s) will revise the existing Project Work Plan as necessary towards meeting the specified completion date within 10 calendar days after the Project Schedule update meeting.

B. Contractor recovery options may include, but are not limited to, allocating additional resources to reduce activity duration or modify activity sequencing.

C. Alterations to the Project Work Plan activities for a Recovery Work Plan will require the approval of the Contractor(s) and the Director's Representative. Agreed-to alterations to the Project Work Plan activities for a Recovery Work Plan will constitute the updated Project Schedule.

D. The updated Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113).

E. The previous Baseline Project Schedule will be retained. The new agreed-upon Baseline Project Schedule will be used to measure progress moving forward.

3.7 SCHEDULE CLOSEOUT (AS-BUILT SCHEDULE)

A. A schedule meeting must occur to update the project schedule with the actual progress dates and to confirm that all activities are complete for Substantial Completion.

B. The Director's Representative will determine if any of the original Substantial Completion activities need to be tracked for Physical Completion in the project schedule.

3.8 TIME IMPACT AND TIME IMPACT ANALYSIS (TIA)

A. The Contractor(s) will represent the impact relative to the assigned Baseline Project Schedule in the OGS PWPS. The Contractor will incorporate the impact of any change in their Work Plan per the current OGS PWPS requirements for impacts. The requirements include but are not limited to:

1. A day-for-day tracking of the impact to illustrate the sequence of the impact from the initiating event.
2. All information required to create an Activity and the associated codes for the impact in the OGS PWPS as defined previously.

3. Modification of existing activities so that the name of each associated task enhances the reader's understanding of the impact. Modification of the associated (TIA) codes for the change in the OGS PWPS.
4. For the addition of any new activities, an explanation of how the modified scope impacts the agreed-to Baseline Project Schedule.

B. Contractors and the Project Team will use the most current Project Work Plan update to prepare the Time Impact representation.

C. If Project Work Plans have not been updated in accordance with this specification, an update by the Contractor must be generated which includes an accurate realization of the Work performed and progressed up to the Time Impact event. Failure to maintain Project Work Plan updates in accordance with this or related specifications will not absolve the Contractors of the responsibility to identify Time Impact as defined by, but not limited to, Specification Section 013113 or the General Conditions.

D. OGS Scheduling will assist the Contractor with this process as requested.

E. A Request for Time Extension will require Time Impact recognition within the OGS PWPS and Schedule.

F. Time Impact events will be reviewed for accuracy and are to be updated in accordance with relevant new information regarding time for resolution and impact to the remaining work on the Project.

G. All impacts (sequence, duration, and scope) must be agreed to by the Project Team.

3.9 SUBSTANTIAL COMPLETION DATE CHANGES

A. If the Substantial Completion date of the project is modified by an Order on Contract in accordance with the General Conditions, the Project Team will agree to a new Baseline Project Schedule within 10 calendar days after the approval of the Order on Contract.

1. The previous Baseline Project Schedule will be retained. The new agreed-upon Baseline Project Schedule will be used to measure progress moving forward.
2. The new Baseline Agreement must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113).

SAMPLE BASELINE AGREEMENT

Baseline Agreement

NEW YORK STATE OF OPPORTUNITY. Office of General Services Design & Construction

Project:

It is agreed that the referenced Project Schedule defined by the following reports has been reviewed and is accepted for use in coordinating, scheduling, and monitoring the work of all related contracts

By acknowledging within the Project Work Plan software, OGS does not waive the terms and conditions set forth in the Contract Documents. In accordance with the General Conditions (Document 007213) any change in the Contract sum or time of completion requires an Order on Contract.

Refer to the following report for the specific dates.

Contract	Representative	Activity Name	Date

END OF SECTION 013113

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 INITIAL JOB MEETING

A. The Director's Representative will notify all parties concerned of the time and place of the initial job meeting. The meeting will be conducted by the Director's Representative. The agenda will be based on the Format for Initial Job Meeting. All items on the format, as they apply, will be discussed.

1. A copy of the Facility's current Visitor Identification Policy will be distributed.

1.2 PROJECT SCHEDULE MEETINGS

A. The Initial Schedule Meeting will be held within 15 days of Project award. The Director's Representative will notify all members of the Project Team of the time and place of the meeting. The meeting will be conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method for the following purposes:

1. Define the intent of the specification.
2. Review the reporting structure of the Project.
3. Provide training to the Project Team.

B. The Director's Representative will notify all members of the Project Team of any Schedule development/coordination meetings conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method.

C. The Project will have monthly project update reporting periods. The update meetings will be conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method for the following purposes:

1. Agree to the completed Activity dates.
2. Coordinate and approve the next 6-week Project Work Plan.
3. Evaluate and acknowledge any impact to the Contractor's ability to execute the Project Schedule according to the approved Baseline Project Schedule.

1.3 BI WEEKLY JOB MEETINGS

A. Unless otherwise directed, job meetings will be held bi weekly, at a time and place agreed upon by the Director's Representative, the Contractor, and the Facility Representative. Other interested parties may attend when needed, e.g., subcontractors and representatives from suppliers, public utilities, and local government. The meetings will be conducted by the Director's Representative for the following purposes:

1. Review job progress, quality of Work, and approval and delivery of materials.

2. Identify and resolve problems which impede planned progress.
3. Coordinate the efforts of all concerned so that the project progresses on schedule to on-time completion.
4. Maintain sound working relationships between the Contractors and the Director's Representative, and a mutual understanding of the project requirements.
5. Maintain sound working procedures.

1.4 PRE-INSTALLATION MEETINGS

A. Pre-installation meetings will be held to review the specifications, Project Schedule, drawings, and approved submittals in preparation for start of a particular activity.

B. The meetings shall be attended by the Director's Representative, a Design Representative, and the Contractor's Representative, including installer and representatives of manufacturers & fabricators involved in or affected by the installation and its coordination with other materials/trades.

C. The Director's Representative shall schedule the meetings prior to the start of the work. The goal of these meetings is to ensure the quality of construction and to maintain the schedule.

1.5 ATTENDANCE

A. A Contractor's Representative shall be required to attend all meetings scheduled by the Director's Representative, as set forth above.

B. If the Contractor's Representative fails to attend two scheduled meetings without prior approval, the Contractor will be directed to replace the current Contractor's Representative. Further incidents of non-attendance by the Contractor's Representative will form the basis for review of the Contractor's responsible vendor status.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013119

SECTION 013300.0 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other requirements pertaining to submittals are included in the General Conditions and in the various sections of the Specifications.

B. Summary of the Work: Section 011000.

C. Administrative Requirements: Section 013000.

D. Contract Closeout Submittals: Section 017716.

1.2 DEFINITIONS

A. Deviation: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by the Contractor.

B. Acceptable Manufacturer, Company or Product: A manufacturer, company or product capable of achieving the requirements established in the Contract Documents and demonstrating compliance.

C. Portable Document Format (PDF): An open standard file format used for representing documents in a device-independent and display resolution-independent fixed layout document format.

D. Environmental Product Declaration (EPD): a third-party verified (also known as “type III”) product declarations that quantify environmental information the full life cycle of a product, from raw material supply, transport, manufacturing, installation, and operational use, through to waste processing and disposal at end-of-life, per ISO 14025.

1.3 DEVIATIONS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS

A. Deviations from the requirements of the Contract Documents will not be allowed unless a request for deviation is made in writing prior to or at the time of submission and the specific deviation is approved by the Director’s Representative subject to the requirements of Article 4 of the General Conditions. The request for deviation shall be made utilizing the CONTRACT DOCUMENT DEVIATION REQUEST FORM (Form BDC 49) accessible from the OGS Web Site.

1. The submission of a deviation shall be done in a timely manner according to the schedule of submittals to allow the Director sufficient time for review.

1.4 "OR EQUAL" TO BRAND NAME PRODUCTS

A. Whenever a product is specified by brand name, a comparable brand, equal to that named, may be submitted for approval subject to the requirements of Article 5 of the General Conditions.

1. The Contractor shall bear the burden of proving that the proposed product is equal to the specified product. The submission of an "or equal" shall be done in a timely manner to allow the Director sufficient time to review the proposed product.
2. Whenever a color or pattern is indicated by a specific manufacturer's name or number, the intent is to communicate the required color or pattern of the material. Other manufacturers' comparable colors or patterns may be submitted for approval as equal.

1.5 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

A. Unless otherwise specified, the requirement to submit product data and samples for approval will be waived for products specified by brand name if the specifically named products are furnished for the Work. In such cases, submit required Product Data to the Director's Representative via Submittal Exchange® for information only.

1.6 ADMINISTRATIVE REQUIREMENTS

A. Participate in the OGS's hosted web-based collaboration service (Submittal Exchange® at www.submittalexchange.com) to transmit and track Contractor provided project related documents.

B. Identify submittals by project title and number. Include Contractor's name, date, and revision date. On shop drawings, product data and samples, also include the name of the supplier and subcontractor (if any), and applicable specification section number. Stamp each submittal and initial or sign the stamp to certify review and approval of submittal.

C. Assemble submittals in accordance with the requirements in the individual sections of the Specifications and as required by this section. It is the Contractor's responsibility to review and verify that all information required for each submittal is included in the submittal package. Errors or omissions found by the Contractor are to be corrected prior to the submission of the submittal package for approval. Incomplete submittal packages that have been submitted for review and approval will be returned.

1. It is the Contractor's responsibility to verify that portions of the submittal package to be provided by a subcontractor (or supplier) are complete, as well as portions of the submittal package being provided directly by the Contractor.
2. Do not combine the submittals of more than one specification section with submittals required by other specification sections unless specifically stated in the contract Specifications.

D. If a submittal is based on, or the result of, a change order or field order to the Contract Documents, include copies of the applicable change order or field order with the submittal.

E. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each specification section concurrently unless instructions for partial submittals are required in a specific specification section requiring sequential submissions.
3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
4. Coordinate transmittals of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. The Director's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on uploading the submittal to Submittal Exchange®. No extension of the project schedule will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow time for the initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Designer of Record will advise the Director's Representative when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow time for review of each resubmittal.
3. Sequential Review: Where sequential review of submittals by the project team is necessary for coordination, allow time for review.

1.7 SUBMITTALS

A. Schedule of Submittals acknowledgement: Provide written acknowledgement that the Schedule of Submittals has been received and reviewed with Critical Submittals identified and Contractor's Projected Dates (three dates inserted into each column) are entered for each specification item.

1.8 RE-EVALUATION FEE

~~A.~~ In accordance with Article 4.7 of the General Conditions, a re-evaluation processing fee will be levied against the Contractor for each re-evaluation of a Submittal or Submittal Package submission that was returned for failure to comply with the submittal requirements relative to completeness, content or format.

1.9 ELECTRONIC SUBMITTALS

A. Submittal Exchange® is used to provide an on-line database and repository which shall be used to transmit and track project related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.

1. Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it is uploaded back to Submittal Exchange® for action or use by the Contractor and Director's Representatives.
2. The service also tracks and stores documents related to the project such as RFI's (Request for Information), IB's (Information Bulletins), CAD Coordination, Minutes, Testing, Closeout, and SWPPP documents.

B. For each submittal, the Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents, including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.

C. It is the Contractor's responsibility to provide submittals in PDF. The Contractor may use the following options:

1. Subcontractors and suppliers provide electronic submittals in PDF to the Contractor through Submittal Exchange®.
2. Subcontractors and suppliers provide paper submittals to the Contractor, who electronically scans and converts them to PDF.
3. Contract a Scanning Service, which will allow the Contractor and the Contractor's subcontractors and suppliers to provide paper submittals to the Scanning Service, which electronically scans and converts them to PDF. It will be the Contractor's responsibility to transmit the scanned submittals to Submittal Exchange®.

D. Image Quality:

1. Image resolution: The PDF files shall be created at a minimum resolution of 200 dots per inch utilizing the original document size. The Contractor will be responsible to increase the resolution of the scanned file or images being submitted as required to adequately present the information.
2. Image Color Rendition: When information represented requires color to convey the intent and compliance, provide full color PDF reproduction.

E. Internet Service and Equipment Requirements:

1. The Contractor will be required to have an Email address and Internet access at Contractor's main office.
2. Unless the Contractor will exclusively be using a Scanning Service to create PDF documents, the Contractor will be required to own a PDF reviewing, creating and editing software, such as Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu® (www.bluebeam.com), or other similar PDF reviewing, creating and editing software for applying electronic stamps and comments.

F. Training and Support:

1. Submittal web-based collaboration training and support shall be available, free of charge from Submittal Exchange®, for project participants using the submittals website.
2. Training schedule will be coordinated through the Director's Representative.

G. Paper prints (hardcopies) of reviewed submittals:

1. Record Copy: Each Contractor shall provide one paper copy of each submittal they are responsible for to the Director's Representative within 14 days of receipt of a released submittal (i.e. marked "Approved", "Approved As Noted", or other implied acceptance of a submittal), or meeting the requirements of Waiver Of Certain Submittal Requirements Article of this specification section.

    a. Exception: Paper copies are not required for a submittal that is disapproved or requiring resubmission.
    b. Paper copies shall be printed in a size format equal to the original document.
    c. Scaled Shop Drawings shall be printed to the scale noted on the drawings.
    d. The resolution of the printed copy shall be equal to that of the PDF file that it is being printed from.
    e. The Record Copy shall be used by the Director's Representative during the construction of the project and shall be retained as a turn-over item to the facility at the end of the project as required under Section 017716 Contract Closeout.

2. Use for Construction: Retain complete copies of submittals on project site. The Contractor shall not commence work for related activities until the appropriate submittals are approved and the corresponding record copies are delivered to the Director's Representative.
3. Distribution: The Contractor will furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Maintain transmittal forms indicating distribution of submittals.

1.10 SHOP DRAWINGS

A. Provide shop drawings in the format required by the Specifications. Show the information, dimensions, connections and other details necessary to insure that the shop drawings accurately interpret the Contract Documents. Show adjoining construction in such detail as required indicating proper connections. Where adjoining connected construction requires shop drawings or product data, submit such information for approval at the same time so that connections can be accurately checked.

B. Electronic copies of CAD Drawings of the Contract Drawings will not be provided by the Director's Representative for Contractor's use in preparing submittals.

C. Have shop drawings prepared by a qualified detailer. Shop drawings shall be neatly drawn and clearly legible. Machine duplicated copies of Contract Drawings will not be accepted as shop drawings.

1. Where shop drawings are indicated to be drawn to scale:

    a. Use scale normally found on an "Architect" or "Engineer" scale.
    b. Written Scale: Clearly label scales being used on each drawing and/or on each detail on the drawing.

        1) Examples: 1/8" = 1'-0" 1" = 40'-0".

c. Graphic Scale: Adjacent to each Written Scale, provide a graphic scale delineating the scale being used. Graphic scale shall be divided into measuring units relating to the accuracy required for the drawing or details.
d. Clearly dimension key elements of the drawing or detail.

2. When the drawing sheet is printed full size, the minimum text size shall be 1/8" (3.2 mm) for hand drafting and 3/32" (2.5 mm) for CADD drawings.

D. Submit the shop drawings through Submittal Exchange®. The shop drawings will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the shop drawings meeting Contract requirements.

1.11 PRODUCT DATA

A. Provide product data in the format required by the Specifications. Modify product data by deleting information that is not applicable to the project or by marking the product data to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project.

B. Submit the product data through Submittal Exchange®. The product data will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the product data meeting Contract requirements.

C. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.

1. Upload and maintain electronic SDS documents on the Submittal Exchange® SDS tab.
2. SDS tab is organized by prime contracts. To be readily identified, name products with SDS by specification section number and product name.
3. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Facility's Right-to-Know Information Officer.

1.12 ENVIRONMENTAL PRODUCT DECLARATION (EPD)

A. Provide EPDs for the specific material required by the Specifications, if available.

B. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 Environmental labels and declarations, ISO 14044 Environmental management – Life cycle assessment, and ISO 21930 Core rules for environmental product declarations of construction products and services.

C. Include completed Environmental Product Declaration (EPD) Cover Form found on the OGS Web Site with the submission of each EPD.

D. Submit the product data through Submittal Exchange®. The EPD will be reviewed, and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the product data meeting Contract requirements.

1.13 QUALITY ASSURANCE

A. Provide quality assurance information in the format required by the Specifications, including supporting documentation as required.

B. Submit the quality assurance information through Submittal Exchange®. The quality assurance information will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the quality assurance information meeting Contract requirements.

1.14 SAMPLES

A. Submit 2 (unless a different number is specified) of each sample required by the Specifications.

B. Samples will become the property of the State when submitted and will not be incorporated in the Work unless specifically stated otherwise.

C. The electronic submittal process is not intended for color samples, color charts, or physical material samples.

D. Record transmittal of each sample required by the Specifications through Submittal Exchange®.

E. Consult with the Director's Representative for direction on where Samples will be sent for review.

F. The sample will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review.

1.15 REVIEW OF SUBMITTALS

A. Items submitted for review will be reviewed for compliance with the Contract Documents, based upon the information submitted. The items will be acted upon with the following dispositions:

1. Approved:

    a. Where the submittal is marked "Approved", the work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.

2. Approved as Noted:

a. Where the submittal is marked “Approved as Noted”, the work covered by the submittal may proceed provided it complies with the review comments noted on the submittal and the Contract Documents. Final acceptance will depend on that compliance.

3. Disapproved:

a. Where the submittal is marked “Disapproved”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Prepare a new submittal according to the review comments noted on the submittal and meeting the Contract Documents.

4. Returned for Correction:

a. Where the submittal is marked “Returned for Correction”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Revise or prepare a new submittal according to the review comments noted on the submittal and meeting the Contract Documents.

5. Acknowledged:

a. Where the submittal is marked “Acknowledged”, receipt of the submittal is acknowledged and has been recorded.

6. No Action:

a. Where the submittal is marked “No Action” or “No Action Taken”, no review was made of this item, see comments noted on submittal and take appropriate action.

7. Multi-Action:

a. Where the submittal is marked “Multi-Action”, separate dispositions were made for the items submitted, see the review comments for the disposition of each item submitted.

1.16 SCHEDULES AND RECORDS

A. Submit the following Schedules and Records information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.

1. SCHEDULE OF SUBMITTALS (S.O.S.):

a. Follow the Instructions to the Contractor in the S.O.S (cover page of the Microsoft Excel form supplied by the State).
b. Confirm submittal items listed and indicate in the spaces following each item, the date the item will be submitted (Projected Transmittal Date).
c. Confirm critical submittals and long lead items identified by the Architect / Engineer. Identify and mark with “X” additional submittals deemed as critical or having long lead times. In addition to the date each item will be submitted, include

the date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for timely completion of the Work in accordance with the Project Schedule.

d. Notify the Director's Representative of modifications and/or additional submittals necessary for the project prior to requesting revisions with Submittal Exchange®.

2. SUBMITTALS WEBSITE LOG:

a. The submittal website log will be populated by Submittal Exchange® by means of the S.O.S.

b. Review the log and verify that all long lead items and critical submittals are properly indicated according to the latest version of the S.O.S. For each item to be submitted indicate the following:

1) In the "Date Expected" column insert the date the item will be submitted for review and approval (this is the same date as the S.O.S "Projected Transmittal Date").

2) In the "Date Requested on Site" column insert the date the item will be delivered to the project site (this is the same date as the S.O.S "Projected Delivery Date").

c. The submission date that is entered shall provide sufficient time for the item to be reviewed, ordered, delivered and installed for timely completion of the Work in accordance with the Project Schedule. The date entered for submittal of each item is the last day a deviation will be considered.

1.17 TRANSMITTALS

A. Submittal Transmittal (Form BDC 42) accessible from the OGS Web Site:

1. Furnish separate Form BDC 42 for each submitted item sent to Submittal Exchange® for review.

a. Contractor may utilize their own Transmittal Form (or Transmittal Letter) in lieu of utilizing the Form BDC 42, contingent on the Contractor's Transmittal Form includes all information and certifications required by Form BDC 42.

2. Clearly identify applicable specification section number of submitted item (product data, shop drawing, etc.) on the Form BDC 42.

B. All Contracts:

1. Transmit items designated in the Schedule of Submittals (and project Specifications) to the Submittal Exchange®.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300.0

SECTION 014100.01 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 COMPLIANCE

A. Comply with applicable regulatory requirements and various codes referenced in these specifications. Where conflicts exist between local, State, and/or Federal regulatory requirements, codes, or these specifications, advise the Director's Representative. The Director's Representative will assist in resolving the conflicts to the satisfaction of the regulatory agencies prior to commencing the Work.

1.2 UNIFORM CODE, ENERGY CODE, AND CONTRACTOR QUALIFICATIONS

A. All Work shall comply with OSHA (including site-specific safety plans required on all projects), and the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), which includes the publications incorporated by reference in Title 19 NYCRR Part 1219 through 1228:

1. 2025 Building Code of New York State (the "Building Code")
2. 2025 Mechanical Code of New York State (the "Mechanical Code")
3. 2025 Fire Code of New York State (the "Fire Code")
4. 2025 Existing Building Code of New York State (the "Existing Building Code")
5. All other standards referenced in 19 NYCRR Parts 1219 through 1228.

B. The contractor shall be aware of, and comply with, contractor requirements identified in the above-referenced codes and standards; for example, but not limited to:

1. OSHA (Occupational Safety and Health Administration).
2. 2025 Building Code Chapter 33 Safeguards During Construction.
3. 2025 Existing Building Code Chapter 15 Construction Safeguards.
4. 2025 Fire Code Chapter 33 Fire Safety During Construction and Demolition.
5. 2025 Fire Code Chapter 35 Welding and Other Hot Work (which governs safety during construction).

C. All Work shall comply with the 2025 Energy Conservation Construction Code of New York State ("Energy Code") promulgated pursuant to Article 11 of the New York State Energy Law. The Energy Code is contained in 19 NYCRR, Part 1240, and in the publications incorporated by reference in 19 NYCRR Part 1240. The publications incorporated by reference in 19 NYCRR Part 1240 include:

1. The publication entitled "2025 Energy Conservation Construction Code" published by International Code Council, Inc.
2. The publication entitled "ANSI / ASHRAE / IES Standard 90.1-2016, Energy Standard for Buildings Except Low-Rise Residential Buildings" published by American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc.
3. The other referenced standards mentioned and/or referred to in 19 NYCRR Part 1240.

1.3 STATE-REQUIRED PERMITS AND INSPECTIONS

A. No Work shall commence without a Construction Permit issued by the OGS Division of Codes and Construction Permitting. Contractors shall not file for and not pay for Construction Permits for Work located on New York State property.

B. New York Board of Fire Underwriters inspection or certificate is not required.

1.4 LISTINGS

A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark.

1. Alternately, any product listed and bearing the mark from one of the other Nationally Recognized Testing Laboratories (NRTL – as recognized by OSHA) shall be an acceptable alternative to being UL listed and marked if the listed product has been tested to the applicable standard.

1.5 FIRE-RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the "Standard for Fire Tests of Building Construction and Materials" for which Underwriters' Laboratories, Inc. (UL) provides listings.

1. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test, and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
2. Alternatively, fire resistance rating classifications by other issuing organizations listed in the New York State Uniform Fire Prevention and Building Code are acceptable.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014100.01

SECTION 015000.02 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide the construction facilities and temporary controls necessary for the Work, unless otherwise indicated.

1. The construction facilities and temporary controls specified to be provided by a particular Contract shall be kept operational by that Contractor for the Work of all related Contracts at all times Work is being performed by a Contractor.
2. The construction facilities and temporary controls specified to be provided by a particular Contractor shall be installed as soon after award of the Contract as necessary to enable the Work of each Contract to proceed on schedule and maintained until completion of the Work of all related contracts unless otherwise directed in writing.
3. Any Contractor who requires additions to the construction facilities and temporary controls specified to be provided by another Contractor, shall provide and maintain them.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Security: Section 015633.

1.3 TEMPORARY LIGHT AND POWER

A. Electric energy for temporary light and power is not available at the site. Provide portable electric source as required for the Work.

B. Provide temporary wiring and equipment in conformance with the National Electrical Code.

1.4 TEMPORARY WATER

A. Water will be made available for the Work without charge at source or sources directed within the limits of the existing supply and usage.

B. All Contracts: Prevent waste of water.

1.5 TEMPORARY TOILETS

A. Construction Work Contract: Provide toilet facilities for Contractor's and subcontractors employees engaged on the Project, including employees of other contractors. Locate toilets where directed and maintain them in a sanitary condition.

NUMBER OF EMPLOYEES	MINIMUM NUMBER OF FACILITIES
20 or less	1 toilet

NUMBER OF EMPLOYEES	MINIMUM NUMBER OF FACILITIES
20 or more	1 toilet and 1 urinal per 40 employees
200 or more	1 toilet and 1 urinal per 50 employees

*Toilet/Urinal Combinations shall count as only one facility.

1. Provide approved chemical or electric toilets.
2. Locate toilet facilities no more than 1000 feet from any work location.

    a. Exception: Mobile crews having readily available transportation to nearby toilet facilities.

1.6 PROTECTION OF WORK AND EXISTING PROPERTY

A. Protect installed Work and existing property during performance of the Work.

B. Maintain the building in a watertight condition during performance of the Work.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at wall projections, jambs, sills, and soffit of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects by covering them with durable sheet materials.

F. Protect smoke detectors from airborne dust and debris.

1. At the beginning of each work day, provide protective coverings over smoke detectors in areas where airborne dust and debris will be generated by the Work.
2. At the end of the work day, clean the areas in which the smoke detectors are located by whatever means necessary to assure that airborne dust and debris will not contaminate the smoke detectors, then remove protective coverings.
3. Provide signs, instructions, and alternate methods for reporting a fire during the periods that the smoke detectors are covered.
4. Notify the Director's Representative and have procedures approved.

G. Prohibit traffic or storage upon waterproofed and roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

H. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants within the grading limit lines. Do not deposit excavated materials or store building materials around trees or plants. Do not attach guy wires to trees.

I. Prohibit traffic from landscaped areas.

J. Cleaning tools of cementitious and other insoluble materials:

1. Do not wash tools in sinks or other sanitary drainage systems. Protect all drainage systems from debris that can clog or damage piping and fixtures.
2. Take all precautions necessary to prevent cementitious and other insoluble materials from flowing into floor drains.
3. Dispose of excess cementitious and other insoluble debris with the other rubbish.

1.7 BARRIERS AND ENCLOSURES

A. All Contracts: Provide barriers during performance of the Work to:

1. Prevent unauthorized entry to work areas.
2. Allow for State's occupancy of Site.
3. Protect existing facilities and adjacent properties from damage.
4. Protect vehicular and pedestrian traffic.

1.8 WATER CONTROLS

A. Provide and maintain pumping equipment necessary to keep the work areas free from water. Discharge water into existing storm drainage systems or otherwise disperse as directed.

1.9 FIRE PREVENTION

A. Take precautions necessary to prevent fires.

B. Fuel for cutting and heating torches shall be acetylene or LP-gas only and shall be contained in Underwriters Laboratory or Federal Department of Transportation approved containers.

C. Furnish and maintain a currently inspected 20 pound capacity multi-class A:B:C fire extinguisher in the immediate vicinity where welding tools or torches are in use.

D. Furnish and maintain a currently inspected fire extinguisher of the appropriate class and size whenever the temporary storage of materials changes that areas classification of fire load or life safety.

E. Do not use flammable liquids, other than those specified, within a building without the written approval from the Director's Representative.

F. Tarpaulins shall be flameproof and shall be securely anchored when attached to scaffolding or when used to enclose any portion of a building.

G. If required by the nature of the work and facility regulations, the Contractor shall obtain from the facility and pay all costs associated with "Hot Work Permits" including fire watches to execute the work of its contract. Perform hot work in accordance with the Fire Code of New York State and the Hot Work Program approved for the work. Prior to, during and after performing hot work, inspect the hot work area for compliance with the requirements of the permitted Hot Work Program.

1. Post signage “Caution: Hot Work In Progress - Stay Clear” in conspicuous locations warning others before they enter a hot work area where the area is accessible to persons other than the operator of the hot work equipment.

H. Include facility hot works permit program requirements in the project manual appendix.

1. See applicable facility permits and conditions bound in the Appendix.

1.10 TEMPORARY FIRE PROTECTION

A. If the existing building is to be partially occupied during the course of the project, all existing exits, fire walls, fire barriers and fire protection systems shall be continuously maintained in the occupied phases in compliance with the Fire Code of New York State. Comply with NFPA 241 for items not specifically addressed in the Fire Code of New York State.

B. Those portions occupied by the facility must be available for their use 24 hours a day, seven days a week during the contract period unless otherwise scheduled in these documents.

C. Prior to removal of existing fire walls, fire barriers and fire protection systems, if such removal is part of the work, install equivalent temporary fire walls, fire barriers and fire protection systems as defined in these documents and as approved by the Director’s Representative and/or the facilities representative.

D. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor. Install permanent fire walls, fire barriers and fire protection systems, if provided as part of the work, as soon as practical.

1.11 ACCESS ROADS

A. Routes of ingress and egress on the premises to the location of the Work shall be as directed.

B. Keep designated access roads clear of dirt and debris resulting from the Work.

C. Provide means of removing mud from vehicle wheels before entering paved roads.

1.12 PARKING

A. All Contracts:

1. Park vehicles in areas where directed.
2. Keep designated parking areas clear of dirt and debris resulting from the Work.
3. If requested, register vehicles which are to be parked at the Facility with the Facility Safety/Security Department.
4. Remove ignition key from unattended vehicles and lock doors.

1.13 RUBBISH REMOVAL

A. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at least once a day and more often if the rubbish interferes with the work of others or presents a hazard. Leave work areas broom clean, except where more stringent cleaning is specified, at the end of each day. Locate containerized rubbish on the Site where directed.

B. Remove rubbish from State property at least once a week and more often if the rubbish presents a hazard. Properly dispose of rubbish.

C. Burning of rubbish will not be permitted.

1.14 RELOCATION AND REMOVALS

A. Should a change in location of any construction facilities and temporary controls be necessary in order to progress the Work properly, remove and relocate such items as directed.

1. Electrical Work Contract: Frequently relocate/revise the temporary lighting as Contractors progress the Work of their contracts causing changes to the condition of the building (installation or relocation of walls, partitions, ceilings, equipment, etc.). Keep pace with the changes and maintain a minimum of 10 foot candles in each recomposed work area.

B. Remove the construction facilities and temporary controls when they are no longer required. Restore permanent facilities used for or connected to temporary facilities to their original condition or better.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 015000

SECTION 015633.01 - SECURITY

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Contract is being performed at a secure Correctional Facility.

B. Any reference to the Contractor, subcontractors, suppliers, and equipment manufacturers shall mean those entities and any/all of their employees.

C. Contractor and any subcontractors, suppliers and equipment manufacturers must comply with and adhere to the Facility's security regulations. A copy of the Facility's security regulations will be distributed at the initial job meeting.

1. Any situation not covered by the Facility's security regulations should be brought to the attention of the Director's Representative, the Corrections Officer, and any assigned Facility staff.

1.2 SCHEDULING FOR CORRECTION OFFICER COVERAGE

A. If at any time a contractor or subcontractor is performing work within the secure perimeter of a Correctional Facility, Correction Officer coverage will be provided as deemed appropriate by the Deputy Superintendent for Security ("DSS").

1. If the construction site is within a control fenced area, which is an area inaccessible to inmates outside the Facility's secure perimeter, or when construction sites are in close proximity to one another or to an existing post, then the DSS will modify the amount of security coverage or determine if security coverage is necessary.
2. In all cases, sufficient security coverage will be provided to maintain the project schedule and to ensure that the Facility's security requirements are met.

B. Contractor must notify the Director's Representative, at least 48 hours in advance of each day's activities, regarding the number of crews that will be working and when and where they will be working.

1. Failure to work the number of crews for the times and areas as scheduled shall make the Contractor liable for the additional costs to the State for Correction Officer coverage resulting from such changes, unless 48 hours advance notice has been given for any changes that affect Correctional Officer coverage.

1.3 SECURITY REGULATIONS

A. Background Security Checks: The Work of this contract is being performed at a secure Correctional Facility. Contractors' and Subcontractors' employees at the Facility will be

fingerprinted without charge by the Facility I.D. Officer and shall be subject to the approval of the NYS Department of Corrections and Community Supervision ("DOCCS").

1. As a result of information gained through fingerprinting, anyone deemed inappropriate to work in a correctional facility will not be allowed access to the Work site. Former inmates of the New York State correctional system or that of another state, or any county, city, or federal government correctional system, may not be permitted inside a correctional facility, unless they are reviewed and approved by the Facility Superintendent, in consultation with the assigned Facility Operations Assistant Commissioner.
2. Contractors should anticipate that it could take up to two weeks for DOCCS to complete required security background checks as described above.

B. Work Hours: The Contractor will have a full eight hours of access to the Work site each day. In addition to the eight hours that the Contractor will have at the Work site, the Contractor shall anticipate that it will take a total of one and one half hours of extra processing time each day for entrance into and departure from the Work site.

1. The actual time when Contractor's employees, including truck drivers, may enter and leave the Facility will be established by the Facility. Employees who are more than 15 minutes late for their scheduled entrance time may be denied entry, with the exception of the Construction Superintendent.
2. Employees, other than approved superintendents and truck drivers, will not be allowed to leave the Facility during the workday, and will be required to bring their lunches and eat in the Work areas.

C. Identification Cards: Two photo identification cards will be furnished and maintained by the Facility for all employees, including subcontractors' employees.

1. One card will be issued to each person for use at all times while on Facility property and returned upon exiting Facility premises.
2. The duplicate card will be retained by the Facility for their file.
3. Additionally, each person entering the Facility shall be hand stamped using the ultraviolet hand-stamping technique, shall sign a logbook to indicate the time entering and leaving the Facility, and will be processed into the Facility via a walk-through metal detector, a hand-held metal detector, or the use of a Cellsense detector.

D. Civilian Clothing:

1. No clothing shall be unattended on Facility property.
2. No clothing shall be left behind at the Facility.
3. All additional clothing must be removed from the Facility daily.
4. Each contractor will be responsible for personal clothing.
5. Any loss of such clothing must be reported to the Corrections Officer on duty.
6. Green clothing may not be worn by Contractor's personnel.
7. Excessive civilian clothing will not be allowed on Facility premises at any time.

E. Controlled Substances: Alcoholic beverages or illegal drugs of any kind will not be allowed on Facility premises.

1. Prescription medications must be brought to the attention of security personnel upon arrival.
2. A single day supply of prescription medicine will be allowed into the Facility.
3. Persons under the influence of illegal drugs or alcohol will not be allowed into the Facility and may be permanently removed from the construction project.

F. Weapons: Firearms, ammunition, knives, or other weapons (including mace or pepper spray), handcuff keys, and explosives will not be allowed on Facility premises at any time.

G. Contact with Inmates: Contact, communication, or exchange of any article with inmates is strictly prohibited. Any attempts by inmates to contact or communicate with contractors must be reported immediately to the Correction Officer on duty.

H. Emergency Event Procedures:

1. In the event of an emergency of any kind, which may interfere with the welfare or operation and security of the Facility or its personnel, the Facility reserves the right to stop Work for a period of time.
2. During this period, Contractors shall remain in designated areas and shall follow directions of the Correction Officer(s) or Facility Employee(s) on duty.
3. Failure to follow direction will not be tolerated and may result in removal from the Facility.

I. Tools and Equipment:

1. The Contractor's workers must daily provide and maintain with the DSS and the Tool Control Officer a complete itemized inventory of all tools entering and leaving the Correctional Facility.

    a. All tools must be removed from the Facility daily.
    b. The contractor's workers shall assist security staff in checking tools in and out of the Facility and assume responsibility for the tools daily.
    c. All contractors and subcontractors, employees, tools, materials, and vehicles entering a secured area must be checked in and out through an area designated by the Facility (i.e., Sally Port) daily.
    d. Facility staff must be notified immediately if a tool is discovered missing.
    e. Make every effort to limit the number of tools brought into the Facility.
    f. Only appropriate tools that are anticipated to be required for the current project should be included in the tool inventory.
    g. DOCCS Form No. 4071B "Tool Accountability for Outside Contactors" will be utilized for signature by DOCCS staff to document the approval and accuracy of the submitted daily tool inventory. Staff will account for the tools every day by signing this form prior to the contractor exiting the Facility. The form will then be attached to the tool inventory and placed in the tool container with a copy to the Facility DSS.

J. Project Documents: Blueprints, contract documents, and project reference documents are regarded as secure information and shall be inventoried, manifested, and handled accordingly. All such project documents are to be secured, accounted for, and turned over to the Facility at the conclusion of the project. In exceptional circumstances, other arrangements for secure storage, handling, and accountability of these documents may be made if approved by the DSS.

K. Electronic Devices: Cellular phones, wireless phones, tablets, pagers, laptop computers, personal digital assistants, any device with global positioning (GPS) capabilities, any device with audio recording capabilities, cameras, electronic cigarettes or other similar devices, are regulated as described below:

1. Phones:

    a. The possession of cell phones within the secure perimeter is strictly prohibited.
    b. The use of cell phones outside the secure perimeter is permitted.
    c. Phone access will be provided to the Contractor, who will be responsible for the cost of all calls at a predetermined price per minute.
    d. If a communication device is approved for use on Facility property by the Facility Superintendent or designee for a specific task, it must be placed on the contact tool inventory list, and strictly accounted for.
    e. If a phone is allowed for use at the Facility as stated above, it must be removed from the Facility on a daily basis. Such a device must not interfere in any way with any of the DOCCS radio systems.

2. Radios: Radios require approval for use on Facility property by the Superintendent for a specific task. If approved, radios must be strictly accounted for and removed from the Facility on a daily basis and cannot interfere in any way with any of DOCCS Facility radio systems.
3. Laptop Computers: Laptop computers (with or without modems) will be allowed when necessary for the installation, maintenance, or repair of equipment. They must be removed each day from the Work site and be placed on the tool inventory list. A request for use must be approved and included on a daily gate pass.
4. Pagers: Only those pagers necessary for the performance of the Project will be allowed and require prior approval by the Facility Superintendent or designee.
5. Cameras: Cameras will be allowed when necessary for the performance of the work project, only upon approval of the Facility Superintendent or designee for a specific purpose that is noted on the gate clearance.

    a. Photographs taken on facility grounds will be reviewed by security staff designated by the Facility DSS.
    b. All cameras must be removed daily from the Facility.

6. Vehicles: Any vehicles equipped with GPS, Navigation, cell phone, and internet systems are subject to all electronic device requirements and provisions as identified above.

L. Control of Vehicles and Heavy Equipment:

1. All Contractor vehicles and heavy equipment must be removed from secure areas daily.
2. Parking of vehicles on State property will be permitted only in those areas designated by the Facility, if available.
3. All vehicles left unattended on Facility grounds must have windows closed, ignition off, doors and trunks securely locked with keys removed at all times and must be equipped with a steering wheel lock and locking fuel caps or a siphon-proof gas tank inlet.
4. Vehicles are subject to search while on Facility property with the owner/operator present.
5. All speed limits must be adhered to on Facility grounds.

6. Vehicles and construction equipment that could be employed to effect an escape, or to breach the perimeter controls of a facility, shall be stored in a secure area outside the Facility (secure perimeter) where practical. When heavy equipment must be left inside the Facility, it shall be disabled in accordance with the Facility regulations.
7. No vehicle will be allowed access to any other area without proper authorization.
8. Pickup Trucks:

    a. Open beds of pickup trucks must be empty.
    b. All areas of pickup trucks with bed caps or covers, and enclosed trailers, must be able to be secured.

9. Heavy Equipment must be disabled as directed by Facility personnel.

M. Containers: When Conex boxes and large trash containers are filled up while being utilized at a correctional facility as part of a construction project, they must remain at the facility for two facility counts before they can be removed. Containers will be thoroughly searched by security staff before being removed from the Facility.

N. Fire and Safety

1. Handling of Combustible Materials:

    a. Open fires at the construction site will not be permitted.
    b. Surplus dirt, rubbish, and waste material, particularly combustible materials such as paper, packing boxes, cardboard, or scrap lumber, must be removed from the premises each night or more often as directed.
    c. The Work site must be cleaned daily of all debris that would jeopardize the safety and security of the Facility.
    d. Any work that would constitute a fire hazard or related breach to security at the Facility must be addressed to the satisfaction of the DSS or designee prior to the end of the work day.

2. Caustic and Volatile Materials:

    a. Gasoline, oil, or other fuels must be stored as directed.
    b. Proper precautions must be taken as directed by the DSS.
    c. Safety Data Sheets (SDS) must be provided by the Contractor prior to any Work on the project.
    d. Flammable materials must be contained in approved cans while being carried throughout the Facility.
    e. The Deputy Superintendent for Administration ("DSA") will advise outside contractors of any hazardous chemicals/materials that may be encountered in the normal course of their Work at the Facility.
    f. During initial job meetings with outside contract workers, the DSA or designee will review hazardous chemicals/materials that the Contractor may use, to ensure that the products are properly accounted for and secured when not in use.
    g. The Work site must be cleaned daily of all debris that would jeopardize the safety and security of the Facility. Any work actions that would constitute a breach to the security of the Facility must be addressed to the satisfaction of the DSS prior to the end of the work day.

3. Smoking: No smoking is allowed indoors.
4. Confined Space Entry:

    a. Contractors are responsible for their own confined space entry, equipment, and rescue procedures.
    b. When contractors are working in a permit-required space, they must notify the Facility permit issuer and obtain a permit from the Facility designee prior to the entry. No permit is issued for more than one shift.
    c. The Contractor shall debrief the Facility permit issuer of any hazards that were confronted or created in the permit spaces.

5. Lockout/Tagout: Contractors will be required to follow Facility electrical lockout/tagout procedures prior to performing Work. These procedures must be reviewed by the Facility Plant Superintendent, or Facility designee.
6. Safety: Contractors will be required to adhere to OSHA standards and practices to ensure a safe work environment.
7. Debris Inspection: Any dirt, rubbish, and construction debris will be thoroughly inspected by DOCCS personnel prior to being removed from the Facility. Any container with construction debris left unattended (such as dumpsters) will be held inside the Facility through a facility count before its removal from the Facility will be allowed.
8. Right to Know: The DSA will advise Contractors of hazardous chemicals/materials, if any, that may be encountered in the normal course of their Work at the Facility. During initial job meetings, the DSA or designee will review hazardous chemicals/materials that the Contractor may use to ensure that the products are properly accounted for and secured when not in use.

O. Ladders:

1. All ladders must be removed by the Contractor from secure areas on a daily basis.
2. Ladders must be secured by chain and locked to a stationary object when not in use or in a secure area.
3. A ladder inventory, by size, shall be maintained by the Contractor's representative in charge of the Work areas.
4. A copy of the inventory shall toshall be sent to the DSS and the Facility's Tool Control Supervisor.

P. Scaffolding:

1. All scaffolding must be secured by chain and locked to a stationary object when not in use or in a secure area.
2. Smaller scaffolding rigs (i.e., Bakers-style scaffolding) must be removed from secure areas on a daily basis.
3. A scaffolding inventory, by component, shall be maintained by the Contractor's representative in charge of the Work areas.
4. A copy of the scaffolding inventory shall toshall be sent to the DSS and Facility's Tool Control Supervisor.

Q. Materials and Equipment:

1. Storage of building materials and equipment on Facility premises will be permitted in areas designated by the Facility Superintendent or designee.
2. The Facility will not receive, unload, or store any items or materials, tools, or equipment for the Contractor's workers.
3. Shipments of materials and supplies for the Project may not be delivered to the Facility for receipt by Facility personnel, with the exception of security equipment (i.e. keys and locks), which must be shipped directly to the Facility arsenal.
4. All materials and equipment used on the project must be delivered by the Contractor into the Facility through the designated gate and the Contractor must exit the Facility through the same gate.
5. Use of institutional equipment or inmate labor is not permitted.
6. The Work area must be cleaned daily of debris and materials that would jeopardize the safety and security of the Facility, as determined by the Facility Superintendent or designee.
7. Work actions by the Contractor that would constitute a breach of the Facility's security, as determined by the Facility Superintendent or designee, must be addressed to the satisfaction of the DSS prior to the end of the work day.

R. Contractors and Related Employees

1. The Office of General Services (OGS) Engineer-In-Charge will act as a liaison between the Facility and the Contractor.
2. The hiring of help, and meetings regarding the hires, are to take place outside the institutional ground at the choice of the interested parties.
3. Each of the Contractor's workers will be issued a copy of Form No. 4071A "Guidelines for Construction Projects." These guidelines and this directive must be explained to each contract worker for the contracting company by a DOCCS employee. All contractors will acknowledge receipt of this directive and the information in Form No. 4071A by signature on page 6 of the form.
4. Job stewards are to discuss labor relations outside the Facility, away from the premises. Representatives of labor organizations will not be permitted in the construction area unless accompanied by a foreman for the Contractor or OGS with approval of the Superintendent or designee.
5. Any person visiting the construction site other than an authorized Contractor or employee must be approved prior to their arrival by the Superintendent or designee. Construction overtime will not be permitted without the prior consent of OGS in consultation with the Facility Superintendent, the DSS, or designee, allowing for sufficient time for DOCCS to provide proper security coverage.
6. Gifts or gratuities to New York State employees are prohibited.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 015633

SECTION 016500 – MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Specific requirements pertaining to materials and equipment specified elsewhere are additional to the provisions of this Section.

1.2 PRODUCT LABELS

A. When materials or equipment are specified to conform to ASTM, Federal or other reference specifications, the materials delivered to the site shall bear the manufacturer's printed labels stating that the materials meet the requirements of such referenced specifications.

1.3 TRANSPORTATION AND HANDLING

A. Deliver factory packaged materials and equipment in the manufacturer's original containers.

B. Transport and handle materials and equipment in such a manner as to prevent their damage.

C. Arrange for delivery of materials and equipment during the hours of the day established by the Director's Representative.

D. Have workers available to receive and unload materials and equipment delivered to the site. Do not deliver, or have delivered, any materials and equipment to the site unless such forces are available.

E. Facility personnel are not authorized to sign for receipt of Contractor's material or equipment.

1.4 STORAGE AND PROTECTION

A. Neatly pile, store, protect, and secure materials and equipment in locations where directed.

B. Protect materials and equipment subject to damage by temperature or other weather conditions.

C. Do not store volatile liquids in a State building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 016500

SECTION 017329 – REMOVALS, CUTTING, AND PATCHING

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

A. Rubbish Removal: Section 015000.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to remain the Property of the State.

1.3 PROJECT CONDITIONS

A. Existing Conditions: Do not disturb existing structures, construction, materials or equipment unless required by the Contract.

1. Do not cut, drill, or remove structural members such as joists, beams or columns supporting construction that is to remain unless expressly required by the Contract Documents.

B. Existing Paint: A lead survey was performed on existing surfaces for the presence of lead based paints. A list of the surfaces tested and the results of the survey are in Document 003126. Take precautions as required to prevent the spread of lead containing particles and dust.

1. Assume existing painted surfaces that have not been tested to contain lead based paint. Take precautions as required to prevent spread of lead containing particles and dust.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Match the appearance and performance of existing corresponding materials as closely as practicable, unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to cutting, drilling or removal, investigate both sides of the surface involved. Determine the exact location of structural members.

B. If unforeseen obstructions are encountered, take precautions necessary to prevent damage and obtain instructions from the Director's Representative before proceeding with the Work.

3.2 PREPARATION

A. Provide temporary shoring and other supports necessary to prevent settlement or other damage to existing construction which is to remain.

B. Prepare existing surfaces properly to receive and, where required, bond with the Work.

3.3 REMOVALS, CUTTING, AND ALTERING

A. In addition to the items indicated to be removed on the Drawings, remove existing construction superseded by the Work except items such as pipes, conduits, recessed boxes, and ducts which are built into existing construction that is to remain. Cut off and conceal such items at face of remaining construction. Provide cover plates on recessed boxes.

B. Remove and alter existing construction as required to install and connect the Work to adjacent construction in an approved manner.

C. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw cut other openings where possible.

D. Perform cutting, drilling, and removals in a manner which will prevent damage to construction which is to remain.

3.4 PATCHING

A. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered. Finish patched surfaces to match existing adjacent surfaces as closely as practicable.

B. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of the existing construction.

C. Where surfaces exposed by removals are to remain as exposed surfaces, paint such areas to match existing adjacent surfaces as closely as practicable using same type of paint.

3.5 REINSTALLATION

A. Where reinstallation of removed items is indicated, reinstall them to a condition equal to or better than their condition before removal.

END OF SECTION 017329

SECTION 017716 – CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other provisions pertaining to this Section are included in Article 9 of the General Conditions.

1.2 CONTRACT CLOSEOUT INSPECTIONS

A. The following 3 inspections will be made in addition to the normal inspections to ensure that all Contract requirements are met and that the Work is complete and acceptable. The purpose of each of these inspections is to furnish the Contractor a written list of Contract exceptions, omissions, and incompletions so that the Work can be progressed to timely completion in accordance with the Contract Documents.

1. Detailed Inspection: The "Detailed Inspection" will be made when the Work is substantially complete. A copy of the detailed inspection list will be furnished to the Contractor. When this inspection progresses over any length of time, copies of the list will be furnished as the inspection progresses so that the Contractor may proceed with the required Work without delay.
2. Final Inspection: The Contractor will be advised by letter of the date and time of final inspection. A copy of the final inspection list containing all incomplete or unsatisfactory items and the time allowed to complete the Work will be furnished to the Contractor.
3. Joint Inspection for Physical Completion: The joint inspection for physical completion may be made to verify completion of the exception items listed on the final inspection list so that the physical completion date (defined in the General Conditions) may be established.

1.3 FINAL CLEANING

A. Perform final cleaning prior to joint inspection for physical completion. Leave the premises in a neat, unobstructed condition, the work areas broom clean (except where more thorough cleaning is specified), and everything in perfect repair and adjustment.

B. Clean site; sweep paved areas, rake clean landscaped surfaces.

C. Remove tools, equipment, waste and surplus materials, rubbish, and construction facilities from the premises as soon as possible upon completion of the Work.

1.4 PROJECT RECORD DOCUMENTS

A. Maintain on site, 2 sets of the following record documents; record actual revisions to the Work.

1. Contract Drawings.

2. Project Manual.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.

B. Store record documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including.

1. Measured depths of foundations in relation to finish (first) (main) floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract Drawings.

E. Construction Work Contract, Protected EPDM Roofing System Work, Section 075553: Maintain, at the site, 2 sets of the membrane manufacturer's sheet layout drawings for recording joint locations. Mark up the drawings in red as follows.

1. Show the actual size of membrane sheets.
2. Dimension the location of end and edge joints, and factory and field fabricated patches in the membrane. Show dimensions taken from fixed locations such as parapet walls, gravel stops, etc. Dimensions shall be accurate to within one foot.
3. Show the type and location of penetrations through the roof.

F. Upon completion of the work, create electronic versions of the project record documents. Black and white documents are to be scanned into TIFF format using CCIT Group 4 compression. Documents with color, which include black line documents with color notations, are to be scanned into TIFF format using a minimum of 8 colors and "packbits" compression test.

1. The scanned images are to be put on a USB flash drive using NTFS/NTFS5 format. Name the electronic files with the same name as the drawing. Create a folder on the USB flash drive for each trade and one for Shop Drawings.
2. Label the USB flash drive with the project number, name, and title as it appears on the project manual cover. If there is more than one USB flash drive include notation to that effect on the label; i.e., 1 of 3, 2 of 3, 3 of 3. The project record documents, and USB flash drive(s) are to be turned over to the Director's Representative.

G. Applications for progress payments will not be approved if the record documents are not kept current. Application for final payment will not be approved until the project record documents are delivered to the Director's Representative.

1.5 OPERATION AND MAINTENANCE DATA

A. Prepare 2 sets comprised of 8-1/2 x 11 inch text pages bound in capacity expansion binders with durable plastic covers identified with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required. Prepare a printed Table of Contents for each volume, with each product or system description identified. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs:

Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.

Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:

1. Significant design criteria.
2. List of equipment.
3. Parts list for each component.
4. Operating instructions.
5. Maintenance instructions for equipment and systems.
6. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Air and water balance reports.
3. Certificates.
4. Photocopies of warranties.

B. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with the Director's comments. Revise content of documents as required prior to final submittal.

C. Submit 2 volumes prior to final Application for Payment.

1.6 WARRANTIES

A. Furnish warranty certification and copies of warranties that extend beyond the one year period required by the General Conditions. Warranties submitted without warranty certification will not be accepted.

1. Warranty Certification: Written certification from the warrantor that invoices for installation, service, supplies, and warranty fees have been paid in full to persons or firms due payment, and that the warranty is in effect and non-retractable due to any of the specified conditions.

B. Prepare printed Table of Contents and assemble warranty certifications and warranty copies in a binder with a durable plastic cover.

C. Deliver the binder to the Director's Representative prior to final Application for Payment.

D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, indicating date of acceptance as start of warranty period.

E. Applications for final payment will not be approved until the warranty certification and warranty documents are delivered to the Director's Representative.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

A. Label and deliver spare parts, maintenance items, and extra materials to the Site. Place in locations as directed.

1. Include "NOT FOR WARRANTY REPAIRS" on the labels.
2. Obtain receipt prior to final payment.

B. Do not use the spare parts and maintenance materials required by the Contract Documents to remedy defects during the one-year period described in Paragraph 9.8 of the General Conditions except when approved otherwise by authorized Facility Representative. In such cases, replace items used.

C. Furnish the names, business addresses, and telephone numbers of fully equipped authorized service organizations to the Director's Representative.

D. Applications for final payment will not be approved until these items are delivered to the Director's Representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017716

SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on alternating-current power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

1.3 COORDINATION

A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:

1. Motor controllers.
2. Torque, speed, and horsepower requirements of the load.
3. Ratings and characteristics of supply circuit and required control sequence.
4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 GENERAL MOTOR REQUIREMENTS

A. Comply with NEMA MG 1 unless otherwise indicated.

B. Comply with IEEE 841 for severe-duty motors.

2.2 MOTOR CHARACTERISTICS

A. Duty: Continuous duty at ambient temperature of 104 deg F and at altitude of 3300 feet above sea level.

B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

2.3 POLYPHASE MOTORS

A. Description: NEMA MG 1, Design B, medium induction motor.

B. Efficiency: Premium efficient, as defined in NEMA MG 1.

C. Service Factor: 1.15.

D. Multispeed Motors: Variable torque.

1. For motors with 2:1 speed ratio, consequent pole, single winding.
2. For motors with other than 2:1 speed ratio, separate winding for each speed.

E. Multispeed Motors: Separate winding for each speed.

F. Rotor: Random-wound, squirrel cage.

G. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.

H. Temperature Rise: Match insulation rating.

I. Insulation: Class F

J. Code Letter Designation:

1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
2. Motors Smaller Than 15 HP: Manufacturer's standard starting characteristic.

K. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

2.4 ADDITIONAL REQUIREMENTS FOR POLYPHASE MOTORS

A. Motors Used with Reduced-Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.

B. Motors Used with Variable-Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.

1. Windings: Copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse-width-modulated inverters.
2. Premium-Efficient Motors: Class B temperature rise; Class F insulation.
3. Inverter-Duty Motors: Class F temperature rise; Class H insulation.
4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.

C. Severe-Duty Motors: Comply with IEEE 841, with 1.15 minimum service factor.

2.5 SINGLE-PHASE MOTORS

A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:

1. Permanent-split capacitor.
2. Split phase.
3. Capacitor start, inductor run.
4. Capacitor start, capacitor run.
5. Electrically Commutated

B. Variable Speed Motors: Electrically commutated motor, AC / DC convertor for speed control, potentiometer speed adjustment capability mounted on motor.

C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.

D. Motors 1/20 HP and Smaller: Shaded-pole type.

E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 230513

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Equipment supports.

1.3 SUBMITTALS

A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

B. Manufacturer’s installation instructions shall be provided along with product data.

C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).

D. Product Data: For each type of product.

E. Shop Drawings: Show fabrication and installation details and for the following; include Product Data for components:

1. Equipment supports.

PART 2 - PRODUCTS

2.1 EQUIPMENT SUPPORTS

A. Construction: 18ga. Galvanized steel, galvanized cap flashing, integrated wood nailer, internal reinforcement, continuous welded corner seams.

B. Height: minimum height of 12 inches above roof membrane. Furnish equipment support height to achieve height above roof membrane to allow proper flashing, high self-flashing of galvanized steel, construction with continuously welded seams and factory installed nailer strip.

C. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Greenheck
2. CURBCO
3. Duravent Group, rps™
4. Equipment Rails.com
5. Pate Curbs
6. Approved equivalent.

PART 3 - EXECUTION

3.1 APPLICATION

A. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

3.2 EQUIPMENT SUPPORTS

A. Install per manufacturer's recommendations. Equipment supports to be firmly fastened to roof deck.

END OF SECTION 230529

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Testing, Adjusting, and Balancing of Air Systems:

a. Constant-volume air systems.

2. Testing, adjusting, and balancing of equipment.
3. HVAC-control system verification.

1.3 DEFINITIONS

A. AABC: Associated Air Balance Council.

B. NEBB: National Environmental Balancing Bureau.

C. TAB: Testing, adjusting, and balancing.

D. TABB: Testing, Adjusting, and Balancing Bureau.

E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.

1.4 QUALITY ASSURANCE

A. TAB Specialists Qualifications, Certified by AABC:

1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC.
2. TAB Technician: Employee of the TAB specialist and certified by AABC.

B. TAB Specialists Qualifications, Certified by NEBB or TABB:

1. TAB Field Supervisor: Employee of the TAB specialist and certified by NEBB or TABB.
2. TAB Technician: Employee of the TAB specialist and certified by NEBB or TABB.

C. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."

D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."

E. Code and AHJ Compliance: TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

1.5 FIELD CONDITIONS

A. Partial Owner Facility Occupancy: Owner Facility may occupy completed areas of building before Substantial Completion. Cooperate with Owner Facility during TAB operations to minimize conflicts with Owner's Facility's operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.

B. Examine installed systems for balancing devices, such as motorized dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.

C. Examine the approved submittals for HVAC systems and equipment.

D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine equipment performance data, including fan and pump curves.

1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.

G. Examine test reports specified in individual system and equipment Sections.

H. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tightand equipment with functioning controls are ready for operation.

I. Examine operating safety interlocks and controls on HVAC equipment.

J. Examine control dampers for proper installation for their intended function of isolating, throttling, diverting, or mixing air flows.

K. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

A. Prepare a TAB plan that includes the following:

1. Equipment and systems to be tested.
2. Strategies and step-by-step procedures for balancing the systems.
3. Instrumentation to be used.
4. Sample forms with specific identification for all equipment.

B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:

1. Airside:

a. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
b. Fans are operating, free of vibration, and rotating in correct direction.
c. Variable-frequency controllers' startup is complete and safeties are verified.
d. Automatic temperature-control systems are operational.
e. Windows and doors are installed.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing procedures on each system in accordance with the procedures contained in AABC's "National Standards for Total System Balance", ASHRAE 111, NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems", and in this Section.

B. Cut ducts and equipment casings for installation of test probes to the minimum extent necessary for TAB procedures.

1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.

C. Mark equipment and balancing devices, including damper-control positions, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 TESTING, ADJUSTING, AND BALANCING OF HVAC EQUIPMENT

A. Test, adjust, and balance HVAC equipment indicated on Drawings, including, but not limited to, the following:

1. Fan motors.

3.5 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

C. Verify that motor starters are equipped with properly sized thermal protection.

D. Check dampers for proper position to achieve desired airflow path.

E. Check for airflow blockages.

3.6 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

1. Measure total airflow.
   a. Where duct conditions allow, measure airflow by main Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses close to the fan and prior to any outlets, to obtain total airflow.

2. Measure fan static pressures as follows:

   a. Measure static pressure directly at the fan outlet.
   b. Measure static pressure directly at the fan inlet.

3. Review Contractor-prepared shop drawings and Record drawings to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
4. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for exhaust fan adjustment of fan speed controller to achieve indicated fan performance.

5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

B. Adjust air inlets and outlets for each space to indicated airflows.

1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
2. Measure inlets and outlets airflow.
3. Adjust each inlet and outlet for specified airflow.
4. Re-measure each inlet and outlet after they have been adjusted.

C. Verify final system conditions.

1. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to design if necessary.
2. Re-measure and confirm that total airflow is within design.
3. Re-measure all final fan operating data, speed, volts, amps, and static profile.
4. Mark all final settings.
5. Test system in economizer mode. Verify proper operation and adjust if necessary.
6. Measure and record all operating data.
7. Record final fan-performance data.

3.7 PROCEDURES FOR MOTORS

A. Motors 1/2 HP and Larger: Test at final balanced conditions and record the following data:

1. Manufacturer's name, model number, and serial number.
2. Motor horsepower rating.
3. Motor rpm.
4. Phase and hertz.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter size and thermal-protection-element rating.
8. Service factor and frame size.

B. Motors Driven by Variable-Frequency Controllers: Test manual bypass of controller to prove proper operation.

3.8 HVAC CONTROLS VERIFICATION

A. In conjunction with system balancing, perform the following:

B. Verify HVAC control system is operating within the design limitations.

C. Confirm that the sequences of operation are in compliance with Contract Documents.

D. Verify that controllers are calibrated and function as intended.

E. Verify that controller set points are as indicated.

F. Verify the operation of lockout or interlock systems.

G. Verify the operation of damper actuators.

H. Verify that controlled devices are properly installed and connected to correct controller.

I. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.

J. Verify location and installation of sensors to ensure that they sense only intended temperature, humidity, or pressure.

K. Reporting: Include a summary of verifications performed, remaining deficiencies, and variations from indicated conditions.

3.9 PROGRESS REPORTING

A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for system-balancing devices. Recommend changes and additions to system-balancing devices, to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance-measuring and -balancing devices.

B. Status Reports: Prepare a list of deficiencies and problems found in systems being tested and balanced.

3.10 FINAL REPORT

A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.

B. Final Report Contents: In addition to certified field-report data, include the following:

1. Fan curves.
2. Manufacturers' test data.
3. Field test reports prepared by system and equipment installers.
4. Other information relative to equipment performance; do not include Shop Drawings and Product Data.

C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB specialist.

3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's Director’s Representative name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB supervisor who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents, including the following:

    a. Indicated versus final performance.
    b. Notable characteristics of systems.
    c. Description of system operation sequence if it varies from the Contract Documents.

12. Nomenclature sheets for each item of equipment.
13. Data for terminal units, including manufacturer's name, type, size, and fittings.
14. Notes to explain why certain final data in the body of reports vary from indicated values.
15. Test conditions for fans performance forms, including the following:

    a. Settings for outdoor-, return-, and exhaust-air dampers.
    b. Fan drive settings, including settings and percentage of maximum pitch diameter.
    c. Other system operating conditions that affect performance.

D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:

1. Quantities of exhaust airflows.
2. Duct, outlet, and inlet sizes.
3. Position of balancing devices.

E. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

    a. System identification.
    b. Location.
    c. Make and type.
    d. Model number and size.
    e. Manufacturer's serial number.
    f. Arrangement and class.
    g. Sheave make, size in inches (mm), and bore.
    h. Center-to-center dimensions of sheave and amount of adjustments in inches (mm).

2. Motor Data:

    a. Motor make, and frame type and size.
    b. Horsepower and speed.
    c. Volts, phase, and hertz.
    d. Full-load amperage and service factor.
    e. Sheave make, size in inches (mm), and bore.

f. Center-to-center dimensions of sheave and amount of adjustments in inches (mm).

3. Test Data (Indicated and Actual Values):

a. Total airflow rate in cfm.
b. Total system static pressure in inches wg.
c. Fan speed.
d. Discharge static pressure in inches wg.
e. Suction static pressure in inches wg.

F. Instrument Calibration Reports:

1. Report Data:

a. Instrument type and make.
b. Serial number.
c. Application.
d. Dates of use.
e. Dates of calibration.

3.11 VERIFICATION OF TAB REPORT

A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of Director’s Representative.

B. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."

C. If the number of "FAILED" measurements, the TAB shall be considered incomplete and shall be rejected.

D. If recheck measurements find the number of failed measurements noncompliant with requirements indicated, proceed as follows:

1. TAB specialists shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection. All changes shall be tracked to show changes made to previous report.
2. If the second final inspection also fails, Director’s Representative may pursue others Contract options to complete TAB work.

E. Prepare test and inspection reports.

3.12 ADDITIONAL TESTS

A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

END OF SECTION 230593

SECTION 230923 - DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. This section is included to clarify the scope of work of the exhaust fan replacement with the existing DDC system. The exhaust fans are currently controlled by the existing facility DDC system. The fans will be replaced in-kind and the existing DDC system wiring will need to be disconnected and reconnected to the new exhaust fans. The existing control sequences will not change from the existing. There should be no need for the installation of proprietary control components as part of this project.
   2. Provide coordination with the existing DDC vendor for disconnection and reconnection of the existing control wiring terminations. The existing DDC system at Five Points CF is a Siemens BACnet DDC system.
   3. Provide coordination and commissioning of the new exhaust fans to confirm operation after replacement is complete.

1.3 DEFINITIONS

A. Algorithm: A logical procedure for solving a recurrent mathematical problem. A prescribed set of well-defined rules or processes for solving a problem in a finite number of steps.

B. Analog: A continuously varying signal value, such as current, flow, pressure, or temperature.

C. BACnet Specific Definitions:

   1. BACnet: Building Automation Control Network Protocol, ASHRAE 135. A communications protocol allowing devices to communicate data over and services over a network.
   2. BACnet Interoperability Building Blocks (BIBBs): BIBB defines a small portion of BACnet functionality that is needed to perform a particular task. BIBBs are combined to build the BACnet functional requirements for a device.
   3. BACnet/IP: Defines and allows using a reserved UDP socket to transmit BACnet messages over IP networks. A BACnet/IP network is a collection of one or more IP subnetworks that share the same BACnet network number.
   4. BACnet Testing Laboratories (BTL): Organization responsible for testing products for compliance with ASHRAE 135, operated under direction of BACnet International.
   5. PICS (Protocol Implementation Conformance Statement): Written document that identifies the particular options specified by BACnet that are implemented in a device.

D. Binary: Two-state signal where a high signal level represents ON" or "OPEN" condition and a low signal level represents "OFF" or "CLOSED" condition. "Digital" is sometimes used interchangeably with "Binary" to indicate a two-state signal.

E. Controller: Generic term for any standalone, microprocessor-based, digital controller residing on a network, used for local or global control. Three types of controllers are indicated: Network Controller, Programmable Application Controller, and Application-Specific Controller.

F. Control System Integrator: An entity that assists in expansion of existing enterprise system and support of additional operator interfaces to I/O being added to existing enterprise system.

G. COV: Changes of value.

H. DDC System Provider: Authorized representative of, and trained by, DDC system manufacturer and responsible for execution of DDC system Work indicated.

I. Distributed Control: Processing of system data is decentralized and control decisions are made at subsystem level. System operational programs and information are provided to remote subsystems and status is reported back. On loss of communication, subsystems shall be capable of operating in a standalone mode using the last best available data.

J. DOCSIS: Data-Over Cable Service Interface Specifications.

K. E/P: Voltage to pneumatic.

L. Gateway: Bidirectional protocol translator that connects control systems that use different communication protocols.

M. HLC: Heavy load conditions.

N. I/O: System through which information is received and transmitted. I/O refers to analog input (AI), binary input (BI), analog output (AO) and binary output (BO). Analog signals are continuous and represent control influences such as flow, level, moisture, pressure, and temperature. Binary signals convert electronic signals to digital pulses (values) and generally represent two-position operating and alarm status. "Digital," (DI and (DO), is sometimes used interchangeably with "Binary," (BI) and (BO), respectively.

O. I/P: Current to pneumatic.

P. LAN: Local area network.

Q. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.

R. Mobile Device: A data-enabled phone or tablet computer capable of connecting to a cellular data network and running a native control application or accessing a web interface.

S. Modbus TCP/IP: An open protocol for exchange of process data.

T. MS/TP: Master-slave/token-passing, IEE 8802-3. Datalink protocol LAN option that uses twisted-pair wire for low-speed communication.

U. MTBF: Mean time between failures.

V. Network Controller: Digital controller, which supports a family of programmable application controllers and application-specific controllers, that communicates on peer-to-peer network for transmission of global data.

W. Network Repeater: Device that receives data packet from one network and rebroadcasts it to another network. No routing information is added to protocol.

X. Peer to Peer: Networking architecture that treats all network stations as equal partners.

Y. POT: Portable operator's terminal.

Z. PUE: Performance usage effectiveness.

AA. RAM: Random access memory.

BB. RF: Radio frequency.

CC. Router: Device connecting two or more networks at network layer.

DD. Server: Computer used to maintain system configuration, historical and programming database.

EE. TCP/IP: Transport control protocol/Internet protocol.

FF. UPS: Uninterruptible power supply.

GG. USB: Universal Serial Bus.

HH. User Datagram Protocol (UDP): This protocol assumes that the IP is used as the underlying protocol.

II. VAV: Variable air volume.

JJ. WLED: White light emitting diode.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Five Points Correctional Facility. This conference should be completed prior to any removal work.

1.5 SUBMITTALS

A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

B. Manufacturer’s installation instructions shall be provided along with product data.

C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).

D. Multiple Submissions:

1. If multiple submissions are required to execute work within schedule, first submit a coordinated schedule clearly defining intent of multiple submissions. Include a proposed date of each submission with a detailed description of submittal content to be included in each submission.
2. Clearly identify each submittal requirement indicated and in which submission the information will be provided.
3. Include an updated schedule in each subsequent submission with changes highlighted to easily track the changes made to previous submitted schedule.

E. Qualification Data:

1. Systems Provider Qualification Data:

    a. Resume of project manager assigned to Project.
    b. Resumes of application engineering staff assigned to Project.
    c. Resumes of installation and programming technicians assigned to Project.
    d. Resumes of service technicians assigned to Project.
    e. Brief description of past project including physical address, floor area, number of floors, building system cooling and heating capacity, and building's primary function.
    f. Description of past project DDC system, noting similarities to Project scope and complexity indicated.
    g. Names of staff assigned to past project that will also be assigned to execute work of this Project.
    h. Director’s Representative contact information for past project including name, phone number, and e-mail address.
    i. Contractor contact information for past project including name, phone number, and e-mail address.
    j. Architect and Director’s Representative contact information for past project including name, phone number, and e-mail address.

2. Manufacturer's qualification data.
3. Testing agency's qualifications data.

F. Preconstruction Test Reports: For each separate test performed.

G. Source quality-control reports.

H. Field quality-control reports.

I. Sample Warranty: For manufacturer's warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For DDC system to include in emergency, operation, and maintenance manuals.

1. Include the following:

a. Project Record Drawings of as-built versions of submittal Shop Drawings provided in electronic PDF format.
b. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
c. Names, addresses, e-mail addresses, and 24-hour telephone numbers of Installer and service representatives for DDC system and products.

1.7 QUALITY ASSURANCE

A. DDC System Manufacturer Qualifications:

1. Nationally recognized manufacturer of DDC systems and products.
2. DDC systems with similar requirements to those indicated for a continuous period of 10 years within time of bid.
3. DDC systems and products that have been successfully tested and in use on at least five past projects.
4. Having complete published catalog literature, installation, operation, and maintenance manuals for all products intended for use.
5. Having full-time in-house employees for the following:

a. Product research and development.
b. Product and application engineering.
c. Product manufacturing, testing, and quality control.
d. Technical support for DDC system installation training, commissioning, and troubleshooting of installations.
e. Director’s Representative operator training.

B. DDC System Provider Qualifications:

1. Authorized representative of, and trained by, DDC system manufacturer.
2. In-place facility located within 100 miles of Project.
3. Demonstrated past experience with installation of DDC system products being installed for period within five consecutive years before time of bid.
4. Demonstrated past experience on five projects of similar complexity, scope, and value.
5. Each person assigned to Project shall have demonstrated past experience.
6. Staffing resources of competent and experienced full-time employees that are assigned to execute work according to schedule.
7. Service and maintenance staff assigned to support Project during warranty period.
8. Product parts inventory to support on-going DDC system operation for a period of not less than 5 years after Substantial Completion.
9. DDC system manufacturer's backing to take over execution of Work if necessary to comply with requirements indicated. Include Project-specific written letter, signed by manufacturer's corporate officer, if requested.

C. Testing Agency Qualifications: Member company of NETA.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 DDC SYSTEM MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
1. Siemens Industry, Inc., Building Technologies Division.
2. Approved equivalent.

2.2 CONTROL WIRE AND CABLE

A. Wire: Single conductor control wiring above 24 V.

1. Wire size shall be as required to comply with NEC and manufacturers installation instructions.
2. Conductor shall be 7/24 soft annealed copper strand with 2- to 2.5-inch lay.
3. Conductor insulation shall be 600 V, Type THWN or Type THHN, and 90 deg C according to UL 83.
4. Conductor colors shall be black (hot), white (neutral), and green (ground).
5. Furnish wire on spools.

B. Single Twisted Shielded Instrumentation Cable above 24 V:

1. Wire size shall be a as required to comply with NEC and manufacturers installation instructions.
2. Conductors shall be a twisted, 7/24 soft annealed copper strand with a 2- to 2.5-inch lay.
3. Conductor insulation shall have a Type THHN/THWN or Type TFN rating.
4. Shielding shall be 100 percent type, 0.35/0.5-mil aluminum/Mylar tape, helically applied with 25 percent overlap, and aluminum side in with tinned copper drain wire.
5. Outer jacket insulation shall have a 600-V, 90-deg C rating and shall be Type TC cable.
6. For twisted pair, conductor colors shall be black and white. For twisted triad, conductor colors shall be black, red and white.
7. Furnish wire on spools.

C. Single Twisted Shielded Instrumentation Cable 24 V and Less:

1. Wire size shall be as required to comply with NEC and manufacturers installation instructions.
2. Conductors shall be a twisted, 7/24 soft annealed copper stranding with a 2- to 2.5-inch lay.
3. Conductor insulation shall have a nominal 15-mil thickness, constructed from flame-retardant PVC.
4. Shielding shall be 100 percent type, 1.35-mil aluminum/polymer tape, helically applied with 25 percent overlap, and aluminum side in with tinned copper drain wire.
5. Outer jacket insulation shall have a 300-V, 105-deg C rating and shall be Type PLTC cable.

6. For twisted pair, conductor colors shall be black and white. For twisted triad, conductor colors shall be black, red and white.
7. Furnish wire on spools.

2.3 RACEWAYS

A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for electrical power raceways and boxes.

2.4 SOURCE QUALITY CONTROL

A. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Verify compatibility with and suitability of substrates.

B. Examine roughing-in for products to verify actual locations of connections before installation.

1. Examine roughing-in for instruments installed in piping to verify actual locations of connections before installation.
2. Examine roughing-in for instruments installed in duct systems to verify actual locations of connections before installation.

C. Examine walls, floors, roofs, and ceilings for suitable conditions where product will be installed.

D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install products to satisfy more stringent of all requirements indicated.

B. Install products level, plumb, parallel, and perpendicular with building construction.

C. Support products, tubing, piping wiring and raceways. Brace products to prevent lateral movement and sway or a break in attachment when subjected to a manufacturer designated force.

D. If codes and referenced standards are more stringent than requirements indicated, comply with requirements in codes and referenced standards.

E. Fabricate openings and install sleeves in ceilings, floors, roof, and walls required by installation of products. Before proceeding with drilling, punching, and cutting, check for concealed work to avoid damage. Patch, flash, grout, seal, and refinish openings to match adjacent condition.

F. Fastening Hardware:

1. Stillson wrenches, pliers, and other tools that damage surfaces of rods, nuts, and other parts are prohibited for work of assembling and tightening fasteners.
2. Tighten bolts and nuts firmly and uniformly. Do not overstress threads by excessive force or by oversized wrenches.
3. Lubricate threads of bolts, nuts and screws with graphite and oil before assembly.

G. If product locations are not indicated, install products in locations that are accessible and that will permit service and maintenance from floor, equipment platforms, or catwalks without removal of permanently installed furniture and equipment.

3.3 ELECTRIC POWER CONNECTIONS

A. Connect electrical power to DDC system products requiring electrical power connections.

B. Design of electrical power to products not indicated with electric power is delegated to DDC system provider and installing trade. Work shall comply with NFPA 70 and other requirements indicated.

C. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for electrical power conductors and cables.

3.4 CONTROL WIRE, CABLE AND RACEWAYS INSTALLATION

A. Comply with NECA 1.

B. Wire and Cable Installation:

1. Install cables with protective sheathing that is waterproof and capable of withstanding continuous temperatures of 90 deg C with no measurable effect on physical and electrical properties of cable.

    a. Provide shielding to prevent interference and distortion from adjacent cables and equipment.

2. Terminate wiring in a junction box.

    a. Clamp cable over jacket in junction box.
    b. Individual conductors in the stripped section of the cable shall be slack between the clamping point and terminal block.

3. Terminate field wiring and cable not directly connected to instruments and control devices having integral wiring terminals using terminal blocks.
4. Install signal transmission components according to IEEE C2, REA Form 511a, NFPA 70, and as indicated.
5. Use shielded cable to transmitters.
6. Use shielded cable to temperature sensors.
7. Perform continuity and meager testing on wire and cable after installation.

C. Conduit Installation:

1. Comply with Section 260533 "Raceways and Boxes for Electrical Systems" for control-voltage conductors.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a company field advisor to test and inspect components, assemblies, and installations, including connections.

B. Perform the following tests and inspections with the assistance of a company field advisor:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Testing:

1. Perform preinstallation, in-progress, and final tests, supplemented by additional tests, as necessary.
2. Final Testing: Perform final test of installed system to demonstrate acceptability as installed. Testing shall be performed according to a test plan supplied by DDC system manufacturer. Defective Work or material shall be corrected and retested. As a minimum, final testing for cable system, including spare cable, shall verify conformance of attenuation, length, and bandwidth parameters with performance indicated.
3. Test Equipment: Use an optical fiber time domain reflectometer for testing of length and optical connectivity.
4. Test Results: Record test results and submit copy of test results for Project record.

3.6 DDC SYSTEM I/O CHECKOUT PROCEDURES

A. Check installed products before continuity tests, leak tests and calibration.

B. Check instruments for proper location and accessibility.

C. Check instruments for proper installation on direction of flow, elevation, orientation, insertion depth, or other applicable considerations that will impact performance.

D. Instrument Checkout:

1. Verify that instrument is correctly installed for location, orientation, direction and operating clearances.
2. Verify that attachment is properly secured and sealed.
3. Verify that conduit connections are properly secured and sealed.
4. Verify that wiring is properly labeled with unique identification, correct type and size and is securely attached to proper terminals.
5. Inspect instrument tag against approved submittal.
6. For instruments with tubing connections, verify that tubing attachment is secure and isolation valves have been provided.
7. For flow instruments, verify that recommended upstream and downstream distances have been maintained.
8. For temperature instruments:

    a. Verify sensing element type and proper material.
    b. Verify length and insertion.

3.7 DDC SYSTEM I/O ADJUSTMENT, CALIBRATION AND TESTING:

A. Comply with field testing requirements and procedures indicated by ASHRAE's Guideline 11, "Field Testing of HVAC Control Components," in the absence of specific requirements, and to supplement requirements indicated.

B. Digital Signals:

1. Check digital signals using a jumper wire.
2. Check digital signals using an ohmmeter to test for contact making or breaking.

C. Control Dampers:

1. Stroke and adjust control dampers following manufacturer's recommended procedure, from 100 percent open to 100 percent closed and back to 100 percent open.

D. Switches: Calibrate switches to make or break contact at set points indicated.

3.8 DDC SYSTEM VALIDATION TESTS

A. Perform validation tests before requesting final review of system. Before beginning testing, first submit Pretest Checklist and Test Plan.

B. After approval of Test Plan, execute all tests and procedures indicated in plan.

C. After testing is complete, submit completed test checklist.

D. Pretest Checklist: Submit the following list with items checked off once verified:

1. Detailed explanation for any items that are not completed or verified.
2. Required mechanical installation work is successfully completed and HVAC equipment is working correctly.
3. HVAC equipment motors operate below full-load amperage ratings.

4. Required DDC system components, wiring, and accessories are installed.
5. Control electric power circuits operate at proper voltage and are free from faults.
6. Required surge protection is installed.
7. DDC system network communications function properly, including uploading and downloading programming changes.
8. Using BACnet protocol analyzer, verify that communications are error free.
9. Equipment, products, tubing, wiring cable, and conduits are properly labeled.
10. All I/O points are programmed into controllers.
11. Testing, adjusting, and balancing work affecting controls is complete.
12. Dampers and actuators zero and span adjustments are set properly.
13. Each control damper and actuator goes to failed position on loss of power.
14. Control loops are tuned for smooth and stable operation.
15. View trend data where applicable.
16. Each controller works properly in standalone mode.
17. Safety controls and devices function properly.
18. Interfaces with fire-alarm system function properly.
19. Electrical interlocks function properly.
20. Operator workstations and other interfaces are delivered, all system and database software is installed, and graphic are created.
21. Record Drawings are completed.

E. Test Plan:

1. Prepare and submit a validation test plan including test procedures for performance validation tests.
2. Test plan shall address all specified functions of DDC system and sequences of operation.
3. Explain detailed actions and expected results to demonstrate compliance with requirements indicated.
4. Explain method for simulating necessary conditions of operation used to demonstrate performance.
5. Include a test checklist to be used to check and initial that each test has been successfully completed.

F. Validation Test:

1. Verify operating performance of each I/O point in DDC system.

    a. Verify analog I/O points at operating value.
    b. Make adjustments to out-of-tolerance I/O points.

        1) Identify I/O points for future reference.
        2) Simulate abnormal conditions to demonstrate proper function of safety devices.
        3) Replace instruments and controllers that cannot maintain performance indicated after adjustments.

2. Simulate conditions to demonstrate proper sequence of control.
3. Readjust settings to design values and observe ability of DDC system to establish desired conditions.
4. After 24 Hours following Initial Validation Test:

a. Re-check I/O points that required corrections during initial test.
b. Identify I/O points that still require additional correction and make corrections necessary to achieve desired results.

5. After 24 Hours of Second Validation Test:

   a. Re-check I/O points that required corrections during second test.
   b. Continue validation testing until I/O point is normal on two consecutive tests.

6. Completely check out, calibrate, and test all connected hardware and software to ensure that DDC system performs according to requirements indicated.
7. After validation testing is complete, prepare and submit a report indicating all I/O points that required correction and how many validation re-tests it took to pass. Identify adjustments made for each test and indicate instruments that were replaced.

END OF SECTION 230923

SECTION 233400 - HVAC FANS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Downblast centrifugal roof fans.
   2. Upblast centrifugal roof fans.

B. Related Sections:
   1. Section 230513 - Common Motor Requirements for HVAC Equipment: Product requirements for motors for placement by this section.
   2. Section 230923 - Direct-Digital Control System for HVAC: Controls remote from unit.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:

   1. AMCA 99 - Standards Handbook.
   2. AMCA 204 - Balance Quality and Vibration Levels for Fans.
   3. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
   4. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.
   5. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data.

B. National Electrical Manufacturers Association:

   1. NEMA MG 1 - Motors and Generators.
   2. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

C. Underwriters Laboratories Inc.:

   1. UL 705 - Power Ventilators.

1.3 SUBMITTALS

A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

B. Manufacturer’s installation instructions shall be provided along with product data.

C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).

D. Section 013300 - Submittal Procedures: Submittal procedures.

E. Shop Drawings: Indicate size and configuration of fan assembly, mountings, weights, ductwork and accessory connections.

F. Product Data: Submit data on each type of fan and include accessories, fan curves with specified operating point plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, electrical characteristics and connection requirements.

G. Manufacturer's Installation Instructions: Submit fan manufacturer instructions.

H. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.5 QUALITY ASSURANCE

A. Performance Ratings: Conform to AMCA 210 (Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating) and bear AMCA Certified Rating Seal.

B. Sound Ratings: AMCA 301 (Methods for Calculating Fan Sound Ratings From Laboratory Test Data), tested to AMCA 300 (Reverberant Room Methods for Sound Testing of Fans)**,** and bear AMCA Certified Sound Rating Seal.

C. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705 (Standard for Safety Power Ventilators).

D. Balance Quality: Conform to AMCA 204 (Balance Quality and Vibration Levels for Fans).

E. Perform Work in accordance with New York State Office of General Services standards.

F. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years' documented experience.

B. Installer: Company specializing in performing Work of this section with minimum three years' documented experience approved by manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect motors, shafts, and bearings from weather and construction dust.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Furnish one (1)-year manufacturer's warranty for fans.

PART 2 - PRODUCTS

1. Refer to drawings for accessory list.

2.2 DOWNBLAST CENTRIFUGAL ROOF FANS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Greenheck Fan Corp.
2. Cook (Loren) Co.
3. Twin City Fan and Blower Co.
4. Approved equivalent.

B. Furnish materials in accordance with New York State Office of General Services standards.

C. Fan Unit: Downblast type. Direct drive, with spun aluminum housing; resilient mounted motor; aluminum wire bird screen; square base to suit roof curb with continuous curb gaskets.

D. Sheaves: Cast iron or steel, dynamically balanced, bored to fit shafts and keyed; variable and adjustable pitch motor sheave selected so required rpm is obtained with sheaves set at mid-position; fan shaft with self-aligning pre-lubricated ball bearings.

E. Motor: Refer to schedule.

F. Roof Curb: 12" minimum height above roof membrane. Furnish curb height to achieve height above roof membrane to allow proper flashing, high self-flashing of galvanized steel, construction with continuously welded seams and factory installed nailer strip.

G. Disconnect Switch: Factory wired, non-fusible, in fan housing for thermal overload protected motor, NEMA 250 Type 1, lockable enclosure.

H. Accessories:
1. Refer to exhaust fan schedule.

I. Performance:

1. Refer to exhaust fan schedule.

J. Electrical Characteristics and Components:

1. Electrical Characteristics:

    a. Refer to exhaust fan schedule.

2.3 UPBLAST CENTRIFUGAL ROOF FANS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Greenheck Fan Corp.
2. Cook (Loren) Co.
3. Twin City Fan and Blower Co.
4. Approved equivalent.

B. Furnish materials in accordance with New York State Office of General Services standards.

C. Fan Unit: Upblast type. V-belt, direct drive, spun aluminum housing with grease tray; resilient mounted motor; aluminum wire bird screen; square base to suit roof curb with continuous curb gaskets.

D. Sheaves: Cast iron or steel, dynamically balanced, bored to fit shafts and keyed; variable and adjustable pitch motor sheave selected so required rpm is obtained with sheaves set at mid-position; fan shaft with self-aligning pre-lubricated ball bearings.

E. Motor: Refer to exhaust fan schedule

F. Roof Curb: 12" minimum height above roof membrane. Furnish curb height to achieve height above roof membrane to allow proper flashing, high self-flashing of galvanized steel, construction with continuously welded seams and factory installed nailer strip.

G. Disconnect Switch: Factory wired, non-fusible, in housing for thermal overload protected motor NEMA 250 Type 1, lockable, Type 3R enclosure.

H. Accessories:

1. Refer to exhaust fan schedule.

I. Performance:

1. Refer to exhaust fan schedule.

J. Electrical Characteristics and Components:

1. Electrical Characteristics:

    a. Refer to exhaust fan schedule.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

3.2 INSTALLATION

A. Secure wall fans with aluminum lag screws to structure.

B. Install safety screen where inlet or outlet is exposed.

C. Install Work in accordance with New York State Office of General Services standards.

3.3 MANUFACTURER'S FIELD SERVICES

A. Furnish services of factory trained representative for minimum of one day to start-up, calibrate controls, and instruct Director’s Representative on operation and maintenance.

3.4 DEMONSTRATION

A. Demonstrate fan operation and maintenance procedures.

3.5 PROTECTION OF FINISHED WORK

A. Do not operate fans until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION 233400

NEW YORK STATE
Office of General Services
Office of Business Diversity

Design and Construction
Office of Business Diversity
29th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 486-9284 FAX: (518) 486-9285

CONTRACTOR'S MWBE UTILIZATION PLAN

☐ Revised Plan

Contract No.: _____

REMINDER: Utilize the New York State Contract System located at https://ny.newnycontracts.com/Default.asp?TN=ny&XID=8353 to report MWBE payments on a monthly basis. Making false representations or including information evidencing 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 MWBE utilization.

Contractor's Name, Address and Federal ID No.:	Contract Description/Location:	Date Proposal Approved:	Date Printed:	Bid Date:	MWBE GOALS	
					MBE%	WBE%
Federal ID No.:	Work/Job Order:	OGS Project Number:	Work Order Value:	Contract Amount:		

Certified MBE/WBE Name, Address and Phone No.	MBE	WBE	Tiered Sub	Description of Subcontracting/Supplies	Anticipated performance/purchase date(s)	Dollar Value of Subcontract/Supplies	FOR OGS USE ONLY	SEE BDC 328.1
Federal ID No.:	☐	☐	☐					☐
Federal ID No.:	☐	☐	☐					☐
Federal ID No.:	☐	☐	☐					☐
Federal ID No.:	☐	☐	☐					☐

Pursuant to Executive Law Article 15-A, my firm will engage in a good faith effort to achieve the MWBE goals on this contract.

Contractor's Signature:

Enter Name:

Title:

E-Mail Address: Date:

Contractor's Comments:

FOR OGS USE ONLY

☐ Accepted ☐ Accepted as Noted ☐ Notice of Deficiency Issued

MBE % _____ MBE $ _____ WBE % _____ WBE $ _____

OGS Authorized Signature:	Enter Name:	Date:

NEW YORK STATE | Office of General Services
Office of Business Diversity

Design and Construction
Office of Business Diversity, 29th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 486-9284 FAX: (518) 486-9285

CONTRACTOR'S LIST OF SUBCONTRACTORS/SUPPLIERS

Contract No.

Contractor's Name, Address and Federal ID No.:	Project Description/Location:		Date Submitted:	Bid Date:	MWBE Goals		SDVOB Goal
					MBE	WBE	
Federal ID No.	☐ Construction Contracts Exceeding $100,000 ☐ Commodity or Service Contracts Exceeding $25,000		Submittal No.:	Contract Amount:			
Date Proposal Approved:	Date Printed:	OGS Project Number:	Work/Job Order:		Work Order Value:		

Subcontractor/Supplier Name, Address, Phone No., Federal ID No. (FEIN) and DOL No. *(Do not list information previously submitted.)*	Sub/Supplier *(Check One)*			MBE	WBE	SDVOB	General Description of Work	Subcontractor/ Supplier Dollar Value	**OGS Use Only**
	Sub	Tiered Sub	Supplier						
FEIN.: DOL No: - -CR	☐	☐	☐	☐	☐	☐			
FEIN.: DOL No: - -CR	☐	☐	☐	☐	☐	☐			
FEIN.: DOL No: - -CR	☐	☐	☐	☐	☐	☐			
FEIN.: DOL No: - -CR	☐	☐	☐	☐	☐	☐			

Pursuant to Executive Law Article 15-A and Article 3 of the Veterans' Services Law, my firm proposes to use the certified firms listed above.

Contractor's Signature

Title

Date

OGS Use Only

Proposed Goal Attainments:

MBE % _____ WBE % _____ SDVOB % _____

☐ Accepted ☐ Accepted as Noted ☐ Not Accepted

Reason: _____

OGS Authorized Signature _____ Date _____

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Design & Construction

Contract Awards
35th Floor, Corning Tower, ESP
Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year	2025 through 2026
Date Requested	02/23/2026
PRC#	2026004878

Location	Five Points Correctional Facil
Project ID#	Q2020
Project Type	Replace Roof, Mess Hall, Building 5

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. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Contractor Registry

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

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

www.labor.ny.gov.

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to 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

Design & Construction

Contract Awards
35th Floor, Corning Tower, ESP
Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year 2025 through 2026
Date Requested 02/23/2026
PRC# 2026004878

Location Five Points Correctional Facil
Project ID# Q2020
Project Type Replace Roof, Mess Hall, Building 5

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: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

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

Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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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.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

- **Civil Penalty** — First offense: Up to $2,500 per employee

  Subsequent offense(s): Up to $5,000 per employee

- **Criminal Penalty** — First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.

  Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

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

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of 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 requirement s 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 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 that 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) 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

Seneca County General Construction

Boilermaker — 02/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 7

ENTIRE COUNTIES
Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2025	01/01/2026 Additional	01/01/2027 Additional
Boilermaker	$ 40.50	$ 2.50*	$ 2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.60* + 1.49

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When a holiday falls on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

$ 19.76* + 1.49	$ 19.76* + 1.49	$ 20.74* + 1.49	$ 21.71* + 1.49	$ 22.67* + 1.49	$ 23.66* + 1.49	$ 24.66* + 1.49	$ 25.62* + 1.49

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

7-175

Broadband — 02/01/2026

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 Install/Repair	$ 51.31	$ 52.85

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: EXLCUDES 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 - Building 02/01/2026

JOB DESCRIPTION Carpenter - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	$ 32.64	$ 33.14	$ 5.00*	$ 4.25*
Floor Coverer	32.64	33.14	5.00*	4.25*
Carpet Layer	32.64	33.14	5.00*	4.25*
Drywall	32.64	33.14	5.00*	4.25*
Diver - Wet Day	57.64	58.14	5.00*	4.25*
Diver - Dry Day	33.64	34.14	5.00*	4.25*
Dive Tender	33.64	34.14	5.00*	4.25*

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers & Dock Builders shall receive $ 0.25 per hour over the Journeyworker's rate of pay when performing piledriving & dock building work.
- Certified Welders shall receive $ 3.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $ 1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81' to 100' additional $ 0.50 per foot
  101' to 150' additional $ 0.75 per foot
  151' and deeper additional $ 1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $ 0.75 per foot
  101' and deeper additional $ 1.00 per foot
- Diver rates apply to all hours worked on dive day.

SHIFT WORK
On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 10% of base wage per hour
3rd Shift - Premium of 15% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2025	01/01/2026
Journeyworker	$ 22.20	$ 22.20

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

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

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

Supplemental Benefits per hour:

$ 13.11	$ 13.11	$ 15.71	$ 15.72

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Driving & Dock Builder apprentices shall receive an additional $ 0.25 per hour worked when performing piledriving & dock building work.
- Certified Welders shall receive $ 3.00 per hour over the apprentice's rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $ 1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway — 02/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

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

WAGES

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 37.94	$ 2.25*	$ 2.25*

* To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 27.34

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

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

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

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

Supplemental Benefits per hour worked:

$19.10	$19.69	$21.83	$22.42

2-42AtSS

Carpenter - Heavy&Highway **02/01/2026**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	$ 39.52	$ 2.00*	$ 4.42*
Piledriver	39.52	2.00*	4.42*
Dockbuilder	39.52	2.00*	4.42*
Diver-Wet Day	64.52	2.00*	4.42*
Diver-Dry Day	40.52	2.00*	4.42*
Diver-Tender	40.52	2.00*	4.42*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.50 per foot
  - 101' to 150' additional $0.75 per foot
  - 151' to 200' additional $1.25 per foot
  - 201' and deeper additional $1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.75 per foot
  - 101' to 200' additional $1.00 per foot
  - Over 201' additional $1.25 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional $4.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.31

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CARPENTER/PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

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

Supplemental Benefits per hour:

$ 19.07	$ 19.66	$ 21.75	$ 22.34

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

2-277HH-Bro

Electrician 02/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 7

ENTIRE COUNTIES
Yates

PARTIAL COUNTIES
Cayuga: All Townships except Genoa, Ira, Locke, Sempronius, Sterling, Summerhill, and Victory.
Onondaga: Townships of Elbridge and Skaneateles.
Ontario: Only the Townships of Canandaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps, and Seneca.
Seneca: All townships except Covert and Lodi,
Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah, and the Village of Newark.

WAGES

Per hour:	07/01/2025	06/01/2026	06/01/2027
		Additional	Additional
Electrician	$ 45.00	$ 4.50*	$ 5.10*
Teledata, Sound Wireman	45.00	4.50*	5.10*

* To be allocated at a later date.

IMPORTANT NOTE - WORKING ABOVE THE FLOOR:
Any workman working over 50 feet high shall receive $1.00 above the applicable rate and any workman working over 100 feet high shall receive $2.00 above the applicable rate. These rates shall not apply to workers in bucket trucks and motorized scaffolds where safety harnesses are used.

SHIFT WORK

Work from 4:30PM - 1:00AM*	$ 51.75
Work from 12:30AM - 9:00AM*	54.00

* Applies when multiple shifts of 8 hours for at least 5 days duration are mandated by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 28.77 plus 3% of wage paid + $1.00*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Double the straight time rate of pay for hours worked greater than ten hours on Saturday.
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) on HOLIDAY PAGE
NOTE: If a holiday falls on Saturday, it will be celebrated on the Friday before. If a holiday falls on Sunday, it will be celebrated on the following Monday.

REGISTERED APPRENTICES
WAGES: hourly terms at the following wages per hour:

1st term (0-1000 hrs)	$ 20.25
2nd term (1001-2000 hrs)	22.50
3rd term (2001-3500 hrs)	24.75
4th term (3501-5000 hrs)	27.00
5th term (5001-6500 hrs)	31.50
6th term (6501-8000 hrs)	36.00

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st and 2nd term	$ 14.75 plus 3% of wage paid + $1.00*
All other terms	Same as Journeyworker.

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

Electrician 02/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 6

ENTIRE COUNTIES

PARTIAL COUNTIES
Cayuga: Only the Township of Genoa.
Schuyler: Only the Townships of Cayuta, Catharine, and Hector.
Seneca: Only the Townships of Lodi and Covert.
Tioga: Only the Townships of Spencer and Candor.
Tompkins: Entire county except the Township of Groton.

WAGES

Per hour:	07/01/2025	06/01/2026 Additional	06/01/2027 Additional
Electrician	$ 44.50	$ 4.00*	$ 4.50*

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):
-Additional $1.00 per hour for work from trusses, scaffolds, frames, spider baskets, ladders, etc. 40 feet or more from ground floor or in underground mines or tunnels. Work done from personal lift equipment that complies with OSHA requirements are excluded.
-Additional $2.00 per hour when required to work under compressed air, on radio towers, on asbestos abatement projects which require the use of a respirator, work of a hazardous nature, work where gas masks are required or work requiring use of protective arc flash suits.

SHIFT WORK
THE FOLLOWING RATES WILL APPLY WHEN SHIFT WORK IS MANDATED EITHER IN THE JOB SPECIFICATION OR BY THE CONTRACTING AGENCY:

1ST SHIFT	8:00 AM to 4:30 PM	Regular wage rate
2ND SHIFT	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3RD SHIFT	12:30 AM to 9:00 AM	Regular wage rate plus 31.4%

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 30.55 plus 3% of hourly wage paid*

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

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When a holiday falls on a Saturday, the day preceding shall be celebrated as such, and when falling on a Sunday, Monday will be celebrated as the holiday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

1st year	$ 14.25*
2nd year	14.25*
3rd year	24.30*
4th year	24.84*
5th year	26.38*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-241

Elevator Constructor — 02/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 5

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

WAGES

Per hour worked:	07/01/2025
Elevator Constructor	$ 61.52
Helper	49.22

SUPPLEMENTAL BENEFITS
Per hour:

$ 40.035

*Add 6% of regular hourly rate for all hours worked.

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

REGISTERED APPRENTICES
850 hours terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50*	55%	65%	65%	70%	70%	80%	80%

*Zero benefits paid for first term.

Supplemental Benefits per hour:

$ 40.035*

*Add 6% of regular hourly rate for all hours worked

5-27

Glazier — 02/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 5

ENTIRE COUNTIES
Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

WAGES

Per hour:	07/01/2025
Glazier	$ 31.05

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 32.75

OVERTIME PAY
See (B, E, E2*, Q, Note) on OVERTIME PAGE.
*Note - Or circumstances beyond the control of the employer such as fire or natural disaster.

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

REGISTERED APPRENTICES
1000 hour terms

Appr. 1st term:	$ 20.00
Appr. 2nd term:	21.00
Appr. 3rd term:	22.00
Appr. 4th term:	23.00
Appr. 5th term:	24.00

Appr. 6th term:	25.00
Appr. 7th term:	26.00
Appr. 8th term:	27.00

Supplemental Benefits per hour:

Appr. 1st term	$ 14.30
Appr. 2nd term	14.30
Appr. 3rd term	20.30
Appr. 4th tern	20.30
Appr. 5th term	21.30
Appr. 6th term	21.30
Appr. 7th term	22.30
Appr. 8th term	22.30

5-677.1

Insulator - Heat & Frost — 02/01/2026

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 7

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES
Per hour: 07/01/2025

Asbestos Installer	$ 43.25
Insulation Installer	43.25
(On mechanical systems only)	

SHIFT WORK
The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	$ 43.25
2nd Shift	49.74
3rd Shift	51.90

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.34

OVERTIME PAY
See (*B1, **K, P) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday.
**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (2*,4,6,28) on HOLIDAY PAGE
*Triple time for Labor Day if worked.

REGISTERED APPRENTICES
WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

$ 24.09	$ 24.09	$ 27.34	$ 27.34

7-30-Syracuse

Ironworker — 02/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.

Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamelia, Rodman, Rutland, Theresa, Watertown and Worth.
Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.
Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.
Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES
Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour:	07/01/2025	07/01/2026 Additional
Ironworker	$ 37.16	$ 2.76*

* To be allocated at a later date.

SHIFT WORK
Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	$ 37.16	
2nd Shift	40.88	Starting times between 2PM and 7PM
3rd Shift	42.73	Starting times between 7PM and 12AM

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10% TO THE 1ST SHIFT WAGE RATE POSTED ABOVE.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 31.88

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Saturday shall be observed on the preceding Friday. Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following rates.

1st	2nd	3rd	4th
$ 21.50	$ 23.50	$ 25.50	$ 27.50

SUPPLEMENTAL BENEFITS per hour:

1st year	$ 13.03
2nd year	21.36
3rd year	22.55
4th year	23.74

6-60

Laborer - Building — 02/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES
GROUP A: Basic Rate

GROUP D: Blaster

GROUP E: Powder Monkey

GROUP F: Air track drill, wagon drill and asphalt rakers

GROUP G: Chuck tender, all work on hanging or swinging scaffold, work at heights outside the building where safety lines and belts are required, boson's chair.

GROUP H: Jack hammers, mortar mixers, paving breakers, concrete vibrators operators other than in (J), Barco tampers, jumping jacks.

GROUP I: Pipe layers, burners and cutters for wrecking and demolition.

GROUP J: Concrete vibrators for architectural concrete.

GROUP K: Yardmen, Cleaning, Clean-up (not demolition related).

Per hour:	07/01/2025
Building Laborer:	
Group A	$ 32.45
Group D	33.78
Group E	33.32
Group F	32.85
Group G	32.65
Group H	32.75
Group I	32.75
Group J	32.89
Group K	29.60

New Chimney Work:

Base to 100 feet	$ 32.45
101 to 150 feet	32.70
151 to 200 feet	32.95
201 to 250 feet	33.20
251 and higher	33.45

Hazardous Waste & Asbestos removal $1.50 over basic rate.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 24.17

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
1000 hour terms at the following wage.

Hazardous Waste & Asbestos removal $1.50 over basic rate.

1st term	$ 20.00
2nd term	22.00
3rd term	24.00
4th term	26.00

Supplemental benefits per hour worked:

Appr. 1st year	$ 13.97
Appr. 2nd year	13.97
Appr. 3rd year	18.07
Appr. 4th year	24.17

5-435

Laborer - Heavy&Highway **02/01/2026**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES
GROUP A: Flagperson.

GROUP B: Basic rate, Bull Float, Chain saw, Concrete aggregate bin, Concrete bootmen, Gin buggy, Hand or Machine vibrator, Jack hammer, Mason tender, Mortar mixer, Pavement breaker, Handlers of steel mesh, Small generators for Laborer's tools, Installation of bridge drainage pipe, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw operator on asphalt paver, Water pump operators (1 1/2" & single Diaph.) Nozzle (asphalt, seeding, rubbing concrete & sandblasting), Laborers on chain link fence, Rock splitter & Power unit, Pusher type concrete saw, All other Gas, Electric, Oil and Air tool opers., Form setters, Stone or Granite curb setters, Relining of Existing Pipe.

GROUP C: All Rock or Drilling machine operators (Except Quarry master and Similar type), Acetylene torch operators, Powderman, Gunite nozzleman, Pipe layer, Wrecking laborer, Asphalt rakers (Top only).

GROUP D: Blasters.

Per hour:	07/01/2025
Heavy/Highway Laborer:	
Group A	$ 34.21
Group B	34.91
Group C	35.11
Group D	35.94

Hazardous Waste $1.50 over basic rate.

SHIFT WORK
There will be an additional $1.75 for mandated night work. This amount is not subject to overtime premiums.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 25.55

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

HOLIDAY

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

REGISTERED APPRENTICES
1000 hour terms at the following wage.

1st term	$ 21.83
2nd term	23.83
3rd term	25.83
4th term	27.83

Supplemental benefits per hour worked:

Appr. 1st term	$ 14.45
Appr. 2nd term	14.45
Appr. 3rd term	19.45
Appr. 4th term	25.55

5-435H

Laborer - Tunnel 02/01/2026

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES
GROUP A :Change House Man.

GROUP B :Miners and all Machine Men, Safety Miner, All Shaftwork and Caisson work, Pit/Dumpmen, Chuck tender, Brakeman, Powderman, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C :Blaster.

GROUP D :Hazardous/Waste Work.

Per hour:	07/01/2025
Tunnel Laborer:	
Group A	$ 36.42

Group B	36.62
Group C	37.62
Group D*	40.62

*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection before rate applies.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 24.52

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

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

REGISTERED APPRENTICES
1000 hour terms at the following wage.

1st term	$ 22.51
2nd term	24.51
3rd term	26.51
4th term	28.51

Supplemental benefits per hour:

1st term	$ 14.17
2nd term	14.17
3rd term	18.42
4th term	24.52

5-435 T

Lineman Electrician — 02/01/2026

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
Group A:				

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
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	$ 38.21

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.

Group A:				
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 — 02/01/2026

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 — 02/01/2026

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

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

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	$ 52.86	$ 55.31	$ 57.40	$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	$ 47.57	$ 49.78	$ 51.66	$ 53.68
Group C:				
Tractor Trailer Driver	$ 44.93	$ 47.01	$ 48.79	$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				
Flagger	$ 31.72	$ 33.19	$ 34.44	$ 35.78

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.

6-1249a-LT

Lineman Electrician - Tree Trimmer — 02/01/2026

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*

* 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 — 02/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per Hour:	07/01/2025
Building:	
Bricklayer	$ 35.81
Cement Mason	35.81
Plasterer	35.81
Stone Mason	35.81
Tuck Pointer	35.81

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 29.18

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1st, 2nd and 3rd term 1500 hours and 4th term 1525 hours at the following wage:

1st	2nd	3rd	4th
$ 24.69	$ 26.57	$ 29.01	$ 32.11

Supplemental Benefits per hour:

1st	2nd	3rd	4th
$ 10.94	$ 15.58	$ 19.67	$ 23.09

5-3B - Z1

Mason - Heavy&Highway 02/01/2026

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES
Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Cattaraugus: Enitre county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.
Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2025
Heavy & Highway:	
Cement Mason	$ 38.63
Bricklayer	38.63

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 26.28

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

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	$ 15.40
2nd term	$ 24.62
3rd term	$ 25.04
4th term	$ 25.45

5-3h

Mason - Tile Finisher 02/01/2026

JOB DESCRIPTION Mason - Tile Finisher **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025
Building:	
Marble, Slate, Terrazzo and Tile Finisher	$ 31.06

SUPPLEMENTAL BENEFITS

Per hour:	$ 23.91

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1700 hrs for 1st and 2nd term, 1600 hrs for 3rd term at the following wage:

1st	2nd	3rd
$ 24.39	$ 25.55	$ 27.85

Supplemental benefits per hour:

1st	2nd	3rd
$ 8.49	$ 12.85	$ 16.07

5-3TF - Z1

Mason - Tile Setter — 02/01/2026

JOB DESCRIPTION Mason - Tile Setter **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025
Building:	
Marble, Slate, Terrazzo and Tile Setter	$ 37.45

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 28.35

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1000 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 22.36	$ 24.71	$ 26.23	$ 28.11	$ 30.33	$ 32.37	$ 34.99	$ 36.49

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 13.71	$ 14.67	$ 16.45	$ 17.87	$ 18.96	$ 20.22	$ 24.20	$ 26.01

5-3TS - Z1

Millwright — 02/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 6

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

WAGES

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

Per hour:	07/01/2025
Millwright - Power Generation	$ 47.00

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 28.45*

*NOTE: Subject to OT premium

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright 02/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES
Per hour: 07/01/2025

Building	$ 38.00
Heavy & Highway	41.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided he/she is directed to perform certified welding.

- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional $1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional $2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.54

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

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

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

Certified Welder	$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.95
Appr. 2nd year	22.16
Appr. 3rd year	23.62
Appr. 4th year	25.08

6-1163 Zone 2

Operating Engineer - Building — 02/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
---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 (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks (5 ton and under), Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Forklift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Forklift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Forklift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour:	07/01/2025
Building	
Class A1*	$ 49.61
Class A	48.11
Class B	45.99
Class C	41.77

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

(*) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(**) Tower Cranes - A1 rate plus $2.50 (no tonnage premiums apply)

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 32.12

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

1st: 60%
2nd: 65%
3rd: 70%
4th: 80%

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
All terms:	$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway 02/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

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 (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self-erecting)**, Truck Crane).

CLASS 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; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS 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); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); 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 Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Forklift; Form Tamper; Generators***; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinius Widener; Roller (subgrade & 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 Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: 07/01/2025

H/H	
CLASS A1*	$ 58.85
CLASS A	55.85
CLASS B	54.97
CLASS C	51.69

(*) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity- A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(**) 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

Additional $2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional $2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS
Per hour: 07/01/2025

Journeyworker $ 33.55

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES
WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

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

Additional $2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

6-158-545h

Operating Engineer - Survey Crew — 02/01/2026

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 — 02/01/2026

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

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

Operating Engineer - Tunnel — 02/01/2026

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

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

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

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

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

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour:	07/01/2025
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 02/01/2026

JOB DESCRIPTION Painter **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES
Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.
Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Basic Rate (Brush & Roll)	$ 28.32	$ 1.85*
Sign Painting	28.32	1.85*
Lead Based Paint Abatement	28.32	1.85*
Drywall Taper/ Finisher	29.32	1.85*
Wallcovering	29.32	1.85*
Drywall Machine Operator	29.82	1.85*
Spray	28.82	1.85*
Parking Lot, Hwy Striping	28.82	1.85*
Epoxy (Brush-Roller)	28.82	1.85*
Epoxy (Spray)	28.82	1.85*
Sandblasting (Operator)	28.82	1.85*
Boatswain Chair	28.82	1.85*
Swing Scaffold	28.82	1.85*
Structural Steel (except bridges, tanks, tunnel)	28.82	1.85*
Coal Tar epoxy	29.82	1.85*
Asbestos Encapsulation	30.52	1.85*

* To be allocated at a later date.

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL $2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker $ 27.20

OVERTIME PAY

See (B, *E2, F, R) on OVERTIME PAGE
* NOTE - On exterior work only.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES per hour:
Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00	$ 21.00	$ 22.00	$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 23.00

SUPPLEMENTAL BENEFITS per hour:
Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 6.50	$ 6.50	$ 7.50	$ 7.50	$ 10.50	$ 10.50	$ 13.00	$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
$ 7.50	$ 7.50	$ 7.50	$ 10.00	$ 10.00	$ 12.00

6-31

Painter 02/01/2026

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Bridge	$ 46.19	$ 2.50
Tunnel	46.19	
Tank*	44.19	

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

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK
Note an additional $1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour:
$ 31.51

OVERTIME PAY
Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
$ 24.00	$ 26.00	$ 28.00	$ 30.00	$ 34.00	$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
$ 6.60	$ 6.95	$ 7.30	$ 7.65	$ 8.00	$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher — 02/01/2026

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 — 02/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 5

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing
Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.
Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.
Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville,Freemont, Greenwood, Hartsville, City of Hornell, Hornelsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull.
Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

WAGES

Per hour	07/01/2025
Plumber	$ 42.68
Steamfitter	42.68

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	$ 27.88

NOTE-$ 5.50 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Site work & New const. See (B,E,E2,Q) on OVERTIME PAGE.

All other work See (B,E,Q) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES
One year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
50%	55%	59%	66%	75%

Supplemental Benefits per hour:

1st year	$ 8.93
2nd year	12.09 *
3rd year	13.68**
4th year	15.57***
5th year	18.64****

*NOTE-2nd year $0.83 of this amount must be paid at the same premium as the wage for overtime hours.
**NOTE-3rd year $1.10 of this amount must be paid at the same premium as the wage for overtime hours.
***NOTE-4th year $1.49 of this amount must be paid at the same premium as the wage for overtime hours.
****NOTE-5th year $2.64 of this amount must be paid at the same premium as the wage for overtime hours.

5-13-SF

Plumber 02/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 6

ENTIRE COUNTIES
Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES
Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.
Seneca: Only the Townships of Covert and Lodi.
Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.
Tioga: Only the Townships of Barton, Berkshire, Candor, Nichols, Richford, Spencer and Tioga.

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Plumber, Steamfitter, Pipefitter, Welder, HVAC, Refrigeration.	$ 48.26	$ 4.50*

* To be allocated at a later date.

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage rate above for a single irregular work shift starting between 4:30PM and 7:00AM.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 28.15*

*NOTE: $10.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY
Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double time.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of the Journeyworker's wage:

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st	$ 15.87
2nd	24.67
3rd	25.30
4th	25.89
5th	26.90

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	$ 8.58
3rd	8.77
4th	9.14
5th	9.71

6-81-SF

Roofer 02/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour:	07/01/2025	06/01/2026 Additional	06/01/2027 Additional
Roofer, Waterproofer	$ 35.80	$ 2.00*	$ 2.00*

* To be allocated at a later date.

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:	
Green Roofing**	$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK
WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF $4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 26.30
Additional contribution on any Asbestos Abatement work	0.75

OVERTIME PAY
See (B, E, E2*, Q) on OVERTIME PAGE
*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:	
Green Roofing**	$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	$ 19.93
2nd term	21.85
3rd term	25.30

4th term	26.30
Additional contribution on any Asbestos Abatement work	$ 0.75

6-195

Sheetmetal Worker — 02/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 5

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Seneca, Wayne, Yates

WAGES
Per hour:
Sheetmetal Worker

07/01/2025	05/04/2026 Additional	05/03/2027 Additional	05/01/2028 Additional
$ 43.01	$ 2.51	$ 2.56	$2.64

To include metal standing seam roofing, flashing and gravel stop.

SHIFT WORK
Work from 4:00pm to 12:30am**
$ 49.03
Work from 12:00am to 8:30am**
$ 51.61
**Applies when shift work is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyman
$ 28.73

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
(1) year terms at the following rates.

1st.	2nd.	3rd.	4th.	5th.
$ 19.89	$ 23.04	$ 25.63	$ 29.57	$ 34.77

Supplemental Benefits per hour:

1st.	2nd.	3rd.	4th.	5th.
$ 11.65	$ 15.00	$ 18.19	$ 20.03	$ 23.49

5-46

Sprinkler Fitter — 02/01/2026

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES

Per hour	07/01/2025
Sprinkler Fitter	$ 45.06

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 29.41

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
$ 23.28	$ 25.98	$ 28.15	$ 30.31	$ 31.94	$ 34.64	$ 36.81	$ 38.97	$ 41.14	$ 43.30

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

Teamster - Building — 02/01/2026

JOB DESCRIPTION Teamster - Building **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Burns.
Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Boylston, Redfield and Sandy Creek.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.
Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.
Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES
GROUP A: Straight Trucks.
GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.
GROUP C: Euclid.
GROUP D: On site Mechanic.

Per hour:	07/01/2025
Building: (under $ 5 million*)	
GROUP A, B, C, D	$ 34.43
Building: (over $ 5 million*)	
GROUP A, B	$ 35.48
GROUP C	35.83
GROUP D	35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS
Per hour:

(under $5 million*)	$ 30.87
(over $5 million*)	31.67

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY
(D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317

Teamster - Heavy&Highway 02/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Almond, Alfred, Burns.
Steuben: Only the Townships of Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Jasper, Prattsburg, Troupsburg, and West Union.

WAGES
GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Group 3: Fuel trucks that require a HazMat license endorsement.

Per hour:	07/01/2025	07/01/2026	07/01/2027
GROUP 1	$ 37.27	$ 40.62	$ 44.28
GROUP 2	37.47	40.82	44.48
GROUP 3	42.27	45.62	49.28

SHIFT WORK
A single irregular work shift can start any time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional $ 5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	07/01/2026	07/01/2027
Journeyworker	$ 29.29	$ 29.94	$ 30.78

OVERTIME PAY
See (*B, B3, J, X) on OVERTIME PAGE
*Time and one half also applicable after the 5th day worked.

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

6-317(Syr)

Welder 02/01/2026

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
- ☐ 1O 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

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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 02/17/2026

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	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY 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	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 FREMD 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 CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		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 WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL 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
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 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		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
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 FREMND 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	01/30/2026	01/30/2031
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
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	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****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

NYSDOL Bureau of Public Work Debarment List 02/17/2026

Article 8

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	*****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
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

NYSDOL Bureau of Public Work Debarment List 02/17/2026

Article 8

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 MOMBSHA 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 SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD 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

Adelaide
ENVIRONMENTAL HEALTH

1511 Route 22, Suite C24
Brewster, NY 10509 845.278.7710
69 State Street, 13th Floor
Albany, NY 12207 518.874.0617
1967 Wehrle Drive, Suite 3
Buffalo, NY 14221 716.402.4580
E-mail: adelaidemail@adelaidellc.com
Fax: 845.278.7750

RENOVATION SURVEY
FOR
ASBESTOS-CONTAINING MATERIALS, LEAD-BASED PAINT & PCBs

PERFORMED AT:

Five Point Correctional Facility
6600 NY-96
Romulus, New York 14541
Adelaide Project# LBPC-SD:25144.00-IN
OGS Project# Q2020

PREPARED FOR:

Shelly Domville
LaBella Associates
300 State Street, Suite 201
Rochester, New York 14614

PREPARED BY:
Philip J. Page
June 3, 2025

REVIEWED BY:

Stephanie A. Soter
President

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1.0 Introduction

1.1 Scope of Work / Project Personnel

Adelaide Environmental Health Associates, Inc. **(Adelaide)** performed an Asbestos, Lead and PCB Survey for Building/Structure Demolition, Renovation, Remodeling and/or Repair, in conformance with ALL Federal, State and Local regulations for LaBella Associates in support of New York State Office of General Services (OGS) project Q2020:

SURVEY LOCATION(S):	Five Points Correctional Facility 6600 NY-96, Romulus, New York 14541
OGS PROJECT#	Q2020
SURVEY DATE(S):	May 28, 2025
SCOPE OF WORK:	Building 5 Roof Replacement
SCOPE OF WORK BUILDING/ STRUCTURE PLANS UTILIZED:	As per site visit walk-through/inspection on May 28, 2025
CERTIFIED ADELAIDE PERSONNEL:	Philip J. Page (NYS Asbestos Inspector/Cert. #25-6ZUOC-SHAB and EPA Lead-based Paint Inspector/Cert. #LBP-I-I172697-1)
SITE CONTACT(S):	Shelly Domville & Mark Yorkey – LaBella Associates Kyle Oberdorf – Ryan Biggs Clark Davis Brad Young – OGS Field Office Facility Maintenance Staff

1.2 Executive Summary

On May 28, 2025, **Adelaide** inspected the roof of building 5 (mess hall) that will be affected by the proposed scope of work for suspect ACM, LBP and PCBs.

SUSPECT HAZARDOUS MATERIAL	SAMPLE(S)/LAYER(S)/ READING(S) COLLECTED	SAMPLE(S) / HOMOGENEOUS AREA(S) IDENTIFIED POSITIVE
Asbestos-containing Materials (ACM):	8	0
Lead-based Paint (LBP):	0	n/a
PolyChlorinated Biphenyls (PCB):	1	0

There are **no asbestos materials that will be impacted** by this scope of work as described in section 1.1. The tested materials are listed in section 2.2.

1.3 Conclusions and Recommendations

The following conclusions and recommendations are prepared by **Adelaide** as per the provided scope of work for Building/Structure Demolition, Renovation, Remodeling and/or Repair. Should the scope of work change, it is recommended that the findings be revisited to determine if additional sampling will be required to satisfy ALL Federal, State and Local regulations.

The materials sampled, as part of this survey, were limited to building materials potential affected by the provided scope of work only. All building materials outside the scope of work that have the potential to be disturbed, impacted, or if the scope of work is to change, are to be presumed asbestos-containing materials (PACM). Identified PACM **must** either be sampled by a licensed NYS Asbestos Inspector and/or abated/removed and disposed of by a licensed NYS Asbestos Abatement Contractor.

1.4 Asbestos-containing Materials (ACM)

- This survey concluded that the materials listed in Section 2.2 tested ***negative for asbestos***.

- There are no asbestos materials that will be impacted by this scope of work. The tested materials are listed in section 2.2.

1.5 Lead-based Paint (LBP)

- This survey concluded that no painted surfaces were observed to be impacted by the above-mentioned scope of work.

1.6 PolyChlorinated Biphenyls (PCB)

- This survey concluded that the materials listed in Section 2.4 and Appendix C tested ***negative for PCBs.***

2.0 Summary of Hazardous Materials

2.1 Summary of Identified ACM/PACM

KEY: **ACM** = Materials containing greater than 1% of asbestos; **HA** = Homogeneous Area; **LF** = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials; **Friable** = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed or exposed by hand-pressure; [A] = Material is considered non-friable solely in an intact and undisturbed state, however, may be rendered friable if pulverized or crumbled while in dry state.

Samples collected by **Adelaide** May 28, 2025

HA	Identified ACM	ACM Location(s)	Approx. Qty.	Condition	Friable? (Yes or No)
NO Asbestos-containing Materials (ACM) identified upon PLM, PLM-NOB, QTEM and/or PLM-SM-V analysis, by a laboratory approved under the NYSDOH ELAP, of samples collected/analyzed in reference to the above-mentioned scope of work.					

2.2 Summary of Identified Non-ACM

Samples collected by **Adelaide** May 28, 2025

Identified Non-ACM	Sample Location(s) & HA's
Iso Foam Insulation Paper	Building 5 Roof, 2nd & Bottom Layers
Vapor Barrier	Building 5 Roof, 3rd Layer
White Caulk	Building 5, Main Roof to Upper Façade, Counter-flashing
Brick Mortar	Building 5 Facade

2.3 Summary of Identified LBP

Based on review of the data generated by the Viken Pb200e X-Ray Fluorescence (XRF) Analyzer(s), the following surfaces tested were identified as lead-based, as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter):

Inspection performed by **Adelaide** May 28, 2025

Location of LBP	LBP Component	Substrate	Color	Condition	Readings (mg/cm2)
NO painted surfaces were observed to be impacted by the above-mentioned scope of work.					

2.4 Summary of Identified PCB-containing Materials

Samples collected by **Adelaide** May 28, 2025

Sample #	Location / Description	Material Matrix	Substrate	Approx. Qty.	Analytical Result
NO PCB-containing materials were identified above the USEPA 40 CFR 761 threshold of 50 ppm(mg/kg) of samples collected/analyzed in reference to the above-mentioned scope of work.					

2.5 Observations

SUSPECT ASBESTOS-CONTAINING MATERIALS (ACM)

A visual inspection was performed, and homogeneous material types were established based on appearance, color and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

On May 28, 2025, representative bulk sampling was performed on suspect building materials for laboratory analysis and the following is a summary of installed building materials sampled as per the scope of work provided:

- Roofing Materials – Iso Foam Insulation Paper, Vapor Barrier.
- Miscellaneous Materials – Counter-flashing White Caulk. Brick Mortar.
- Non-suspect Materials (not sampled) – EPDM (rubber roofing), Wood, Glass, Metal.
- NOTE(s) – No suspect insulation material is present on the roof drains within the building.

3.0 Asbestos-containing Materials (ACM)

3.1 Field Procedures and Analysis Methodology

Guidelines used for the inspection were established by the U.S. Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, DOC# 560/5-85-024 and 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA) and Title 12 NYCRR Part 56-5.1. Field information was organized as per the AHERA concept of a homogeneous area (HA); that is, suspect Asbestos-containing Materials (ACM) with similar age, appearance, and texture were grouped together, sampled and assessed for condition.

For the purposes of this inspection, suspect ACM has been placed in three material categories: thermal, surfacing, and miscellaneous. 1) Surfacing materials are those that are sprayed on, troweled on or otherwise applied to surfaces for fireproofing, acoustical, or decorative purposes (e.g., wall and ceiling plaster). 2) Thermal materials are those applied to heat pipes or other structural components to prevent heat loss or gain or prevent water condensation (e.g., pipe and fitting insulation, duct insulation, boiler flue). 3) Miscellaneous materials are interior building materials on structural components, structural members or fixtures, such as floor and ceiling tiles, etc. and do not include surfacing material or thermal system insulation.

SURFACING MATERIALS

Surfacing materials were grouped into homogeneous sampling areas. A homogeneous area contains material that is uniform in color and texture and appears identical in every other respect. Materials installed at different times belong to different sampling areas. Homogeneous areas were determined on per floor basis.

The following protocol was used for determining the number of samples to be collected:

- At least three bulk samples were collected from each homogeneous area that is 1,000 square feet or less.
- At least five bulk samples were collected from each homogeneous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
- At least seven bulk samples were collected from each homogeneous area that is greater than 5,000 square feet.

THERMAL SYSTEM INSULATION (TSI)

The concept of homogeneous sampling areas applies equally well to thermal insulation as to surfacing material. A "typical" building may contain multiple insulated pipe runs from any combination of the following categories:

- Hot water supply and/or return
- Cold water supply
- Chilled water supply
- Steam supply and/or return
- Roof or system drain

The following protocol was used for determining the number of samples to be collected.

- Collect at least three bulk samples from each homogeneous area of thermal system insulation.
- Collect at least one bulk sample from each homogeneous area of patched thermal system insulation if the patched section is less than 6 linear or square feet.
- In a manner sufficient to determine whether the material is ACM or not ACM, collect a minimum of three bulk samples from each homogeneous insulated mechanical system tee, elbow, and valve.

Bulk samples are not collected from any homogeneous area where the certified inspector has determined that the thermal system insulation is fiberglass, foam glass, or rubber.

MISCELLANEOUS MATERIALS

Miscellaneous materials are grouped into different homogeneous areas and at least two bulk samples are collected from each homogeneous area as per the clarification letter from the EPA and the Professional Abatement Contractors of New York, Inc in November of 2007.

Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

3.2 Regulatory Guidelines and Requirements for ACM

FEDERAL

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovations and demolition, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegate's responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate.

NEW YORK STATE

Asbestos in New York State is regulated under the Labor Law Section 906, Part 56 of Title 12 of the Official Compilation of Codes, Rules, and Regulations. Within the department and for the purpose of the Department of Labor, this part (rule) is known as Industrial Code Rule No. 56 (ICR 56) relating to hazards to the public safety and health, during the removal, encapsulation, or disturbance of friable asbestos, or any handling of ACM that may result in the release of asbestos fiber.

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part…All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM…Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part." All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

CONCEALED ACM

In addition to the ACMs identified at the site, there is a possibility that concealed suspect ACM may exist at the building/structure. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately-certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

4.0 Lead-based Paint (LBP)

4.1 Applicable Standards/Guidelines for LBP

The U.S Department of Housing and Urban Development (HUD) defines the action level for lead-based paint as a lead content equal to or greater than 1.0 milligrams of lead per square centimeter of painted surface (≥1.0 mg Pb/cm^2) when measured with an XRF analyzer or 0.5 percent by weight when chemically tested. This definition is described in the HUD "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing, September 1990". The state of New York's definition of the action level for lead-based paint is consistent with the level established by HUD.

Please note that although the HUD defines lead-based paint as paint having lead concentrations equal or greater than 1.0 mg/cm2, the Occupational Safety and Health Administration (OSHA) considers any concentration of lead in paint to be lead-containing paint. Regardless of the lead concentrations in paint, the contractor shall comply with 29 CFR 1926.62, OSHA regulations, and take precautionary measures for dust control and limit employee exposure to lead dust during the renovations.

Painted surfaces that would be impacted by planned activities such as drilling, cutting, scrapping, etc. and create dust should be properly addressed by following safe work practices, good housekeeping procedures and/or following proper abatement procedures. Grinding and sanding of paint without HEPA filter exhaust, open flame gas fired torch, unconfined abrasive blasting, and chemical strippers containing methylene chloride or other human carcinogenic chemicals are not recommended.

The Federal Resource Conservation and Recovery Act (RCRA) regulation governs the handling, transportation, and disposal of hazardous materials. Every demolition/renovation debris generator has the responsibility to determine whether the debris exhibits one or more of the characteristic wastes listed in subpart C of 40 CFR Part 261. In the case of demolition debris, lead in LBP is a characteristic waste, and therefore, it is the responsibility of the renovation/demolition debris generator to characterize the waste prior to its disposal and, if found to be hazardous waste as defined by Federal Statutes, to be properly handled and disposed.

Metal objects painted with LBP are exempt from disposal regulations applicable to lead, provided they are properly recycled. All metal objects that are painted with LBP should be sent to a certified recycling facility.

This report is not Lead-based Paint abatement specification and should not be used for specifying removal methods or techniques.

4.2 XRF Information

Viken Pb200e & SciAps X-550-Pb X-Ray Fluorescence (XRF) Analyzer(s) were used to survey the building/structure or portion thereof identified to be demolished, renovated, remodeled or repaired for the presence of LBP. The Viken Pb200e XRF Analyzer(s) are using a sealed source of Co-57 with 6mCi sources, meeting HUD requirements for the analysis of paint films. During the analysis, the intensity of the x-rays is converted by the instrument's internal software into an estimate of the concentration of lead in the substance being analyzed. The results are interpreted as concentrations of lead in milligrams per square centimeter. This device is a field-screening tool, used to collect multiple readings in a short period of time. The method of measurement is based on spectrometric analysis of lead x-ray fluorescence within a controlled depth of interrogation. The reading is an estimate of lead content in all layers of paint. The results are displayed in milligrams per square centimeter (mg/cm2). The device(s) used for this inspection were the Viken Pb200e X-Ray Fluorescence (XRF) Analyzer(s) Serial Number 2104, Source date 4/1/23, Serial number 2231, Source date 9/1/24, and/or Serial number 2901, Source date 2/15/23. The SciAps X-550-Pb employs an X-ray tube that uses an electric current under high voltage to produce X-rays. No radioactive isotopes are needed, since the latest X-ray tube and detector technology deliver the fastest and most accurate lead paint results, along with being HUD approved, as per the manufacturer.

5.0 PolyChlorinated Biphenyls (PCB)

5.1 Background and Protocol for PCBs

PolyChlorinated Biphenyls (PCB) are a group of manmade chemicals. PCBs were widely used in building materials and electrical products in the past. The U.S. Environmental Protection Agency banned the manufacturing and certain uses of PCBs in 1978, but buildings constructed or renovated between 1950 and 1978 may still have building materials and electrical products that contain PCBs. Examples of products that may contain PCBs include caulk, paint, glues, plastics, fluorescent lighting ballasts, transformers and capacitors.

PCBs are currently prohibited from being used in caulk and other commodities (U.S. EPA, 40 CFR 761). However, prior to 1977, PCBs were present in some caulking materials used in the construction of schools and other buildings. Studies have shown that concentrations of PCB can exceed 1% (10,000 ppm) by weight in some caulk materials. An investigation of 24 buildings in the Greater Boston Area revealed that one-third of the buildings tested (8 of 24) contained caulking materials with polychlorinated biphenyl (PCB) content exceeding 50 ppm by weight with an average concentration of 15,600 ppm or 1.5% (Herrick et al., 2004). These buildings included schools and other public buildings.

The U.S. EPA regulates the disposal of caulk, as well as soil and other materials contaminated with PCBs from caulk, if the concentration of PCBs exceeds 50 ppm. Such materials must be disposed at an appropriate approved or permitted facility.

U.S. EPA regulation 40 CFR 761 defines "PCB remediation waste" to include contaminated soil, and specifies a clean-up level of <1ppm without further conditions for unrestricted use in "high occupancy areas" (i.e., areas where individuals may be present for 335 hours or more per year). PCB caulk is defined as a PCB bulk product waste, and its disposal is subject to U.S. EPA regulations under the Toxic Substances Control Act (40 CFR761.62).

This protocol has been developed in consultation with the New York State Department of Health, Division of Environmental Health Assessment, Bureau of Toxic Substance Assessment to address concerns about properly managing caulk containing PCBs that will be disturbed during building renovation and maintenance.

CAULK SAMPLE COLLECTION

Buildings constructed or renovated between 1950 and 1977 have a potential to contain PCBs in existing caulk. Representative samples of caulking materials from these buildings prior to renovation or demolition work should be tested to determine whether the caulk is contaminated with PCBs. Professional judgement should be used to design the sampling plan for characterizing caulk throughout the building. The consultant should pay particular attention to construction and maintenance records and to the appearance of caulking materials (likenesses and differences). Samples should be taken from window frames or expansion joints that have not been repaired or replaced since 1977. Depending on specific information provided in the workplan developed by the project manager, such as window placement, compositing of some caulk samples might be appropriate. Caulk from different time periods or that have a different appearance should not be composited together.

It is important to note that caulk used during the time period of interest may also contain asbestos or lead. Therefore, the work plan should include testing, handling and disposal requirements appropriate for such regulated materials.

SOIL SAMPLE COLLECTION

Buildings constructed or renovated between 1950 and 1977, which have undergone further renovation after 1977, may have residual PCB contamination in adjacent soils. An adequate representation of surface soils should be tested to assess the potential for residual PCB contamination.

When designing a representative soil sampling plan, the likelihood of soil contamination from deteriorated or deteriorating caulk should be considered. Caulk that has in the past dried out and fallen to the ground is the most important source of soil contamination. Thus, sampling should include soil beneath windows where caulk has obviously deteriorated or been replaced because of previous deterioration. Areas subject to the stress of sun and prevailing weather (typically the southern and western side of each structure) should be included for sampling. These samples would provide a conservative evaluation of soil conditions due to an increased potential for material failure, possibly resulting in contamination of soil. Also, if earlier renovation or demolition work may have stockpiled potentially contaminated caulk in other school areas, the school should consider having soils in those areas tested as well.

Soil sampling should focus on areas of the building where ”banks” or “gangs” of windows exist/were replaced and areas of the structure where large expansion joints are located. This would provide a conservative evaluation of potential soil contamination and permit efficient sampling.

Any obvious pieces of caulk encountered during the collection of soil samples should be removed from the soil, categorized (with respect to location and depth) and treated as a separate potential sample.

Depth – At each soil sample location, soil should be collected in depth intervals of 0-2 inches, 2-6 inches and 6-12 inches. The surface soil sample (0-2 inches) should be collected from below the vegetative surface layer, if present.

Distance from Structure – Samples should be collected within 1 foot of the building and 5 feet from the building.

Samples should be collected in a manner that prevents cross-contamination. Augers or driven core samplers should be avoided, as any caulk caught on the edge of this type of tool could be driven to lower intervals. Using a designated trowel for each sample location and each interval of depth is encouraged. If the sampling tool is field cleaned between samples, do so in a manner that does not add solvent contamination to the environment.

NOTE
Sampling was performed by **Adelaide** in compliance with protocols outlined by New York State Education Department (NYSED) and USEPA 40 CFR 761, as described above. Only one sample per homogeneous area was required for analysis of suspect PCB-containing materials. Bulk sample(s) were properly packaged and forwarded, with associated Chain of Custody (COC), to a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP), for analysis using method SW846-3550B/8082. The analysis will determine if the suspect material will be classified as PCB-containing at or above 50 ppm or mg/kg as per the EPA regulations. Copies of the analytical results are contained within attached appendices for review.

6.0 General Discussion

All construction personnel as well as individuals who have access to locations where asbestos-containing materials (ACM), lead-based paints (LBP) and/or polychlorinated biphenyls (PCB) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel is adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All

removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

7.0 Disclaimers

Adelaide certifies that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected during this survey/assessment. These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **Adelaide** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **Adelaide** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions. No other warranties are expressed or implied.

The materials sampled, as part of this survey, were limited to building materials potential affected by the provided scope of work only. All building materials outside the scope of work that have the potential to be disturbed, impacted, or if the scope of work is to change, are to be presumed asbestos-containing materials (PACM). Identified PACM **must** either be sampled by a licensed NYS Asbestos Inspector and/or abated/removed and disposed of by a licensed NYS Asbestos Abatement Contractor.

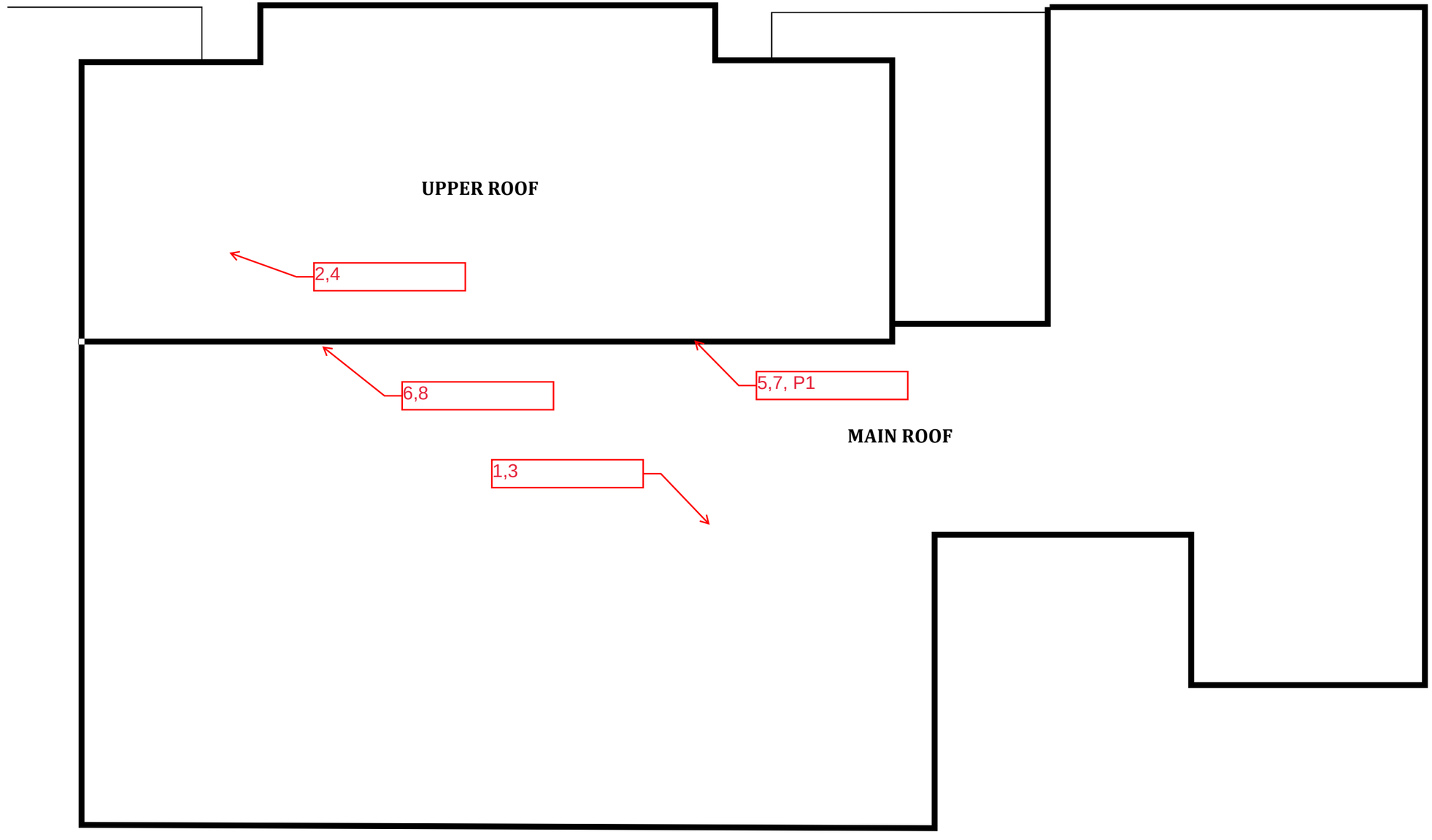
Due to the potential for concealed Asbestos-containing Materials (ACM) and/or other regulated materials, this report should not be construed to represent all ACM and/or regulated materials within the site(s). All quantities of ACM and/or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This report is generated for the exclusive use of the client and is not designed to serve as a specification for abatement. The owner is strongly encouraged to contract with a consultant having a current Asbestos Project Designer Certificate as issued by New York State Department of Labor for the preparation of contract specifications, work plans, and/or drawings prior to requesting bids for the abatement or removal of the materials identified in this report.

NYSDOH issued an Interim Guidance Letter, on July 9, 2013, which outlined the approved testing alternative for materials containing vermiculite. Specifically, "...Where TSI, surfacing materials, or other PACM or miscellaneous suspect ACM contain greater than 10% vermiculite, Item 198.6 may be used to evaluate the asbestos content of the material; provided, however, that any test results using this method must be reported with the following conspicuous disclaimer: *"This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite."* On July 22, 2014, NYSDOH issued a Regulatory Guidance Letter outlining the new approved analytical methods for testing sprayed-on fireproofing (SOFP) that contains vermiculite. NYSDOH authorized the use of ***two*** analytical methods to evaluate the asbestos content of SOFP that contains vermiculite. As per NYSDOH Guidelines, *"After October 31, 2014, one of the new methods **must** be used to test SOF-V, regardless of the percent of vermiculite."* On May 6, 2016, NYSDOH issued a Regulatory Guidance Letter outlining the new protocol for analytical procedure for surfacing materials (ie. plaster, stucco, etc.) that contain vermiculite. As per NYSDOH Guidelines, "*The original July 2013 and July 2014 letters addressed SOF-V only. Both NYS DOH's Item 198.8 and RJ Lee Group Method 055 shall now be applied to test for vermiculite in other Surfacing Material (SM) as defined in 12 NYCRR Part 56 (NYS Industrial Code Rule 56).*"

APPENDIX A

SAMPLE LOCATION MAP(S)



Exterior/Roof Key Plan - Sample Locations

Drawing Not to Scale

Adelaide ENVIRONMENTAL HEALTH
1511 Route 22
Brewster, NY 10509
Phone: (845) 278-7710
Fax: (845) 278-7750

CLIENT:
LaBella Associates
300 State Street, Suite 201
Rochester, New York 14614

OGS Project # Q2020

SURVEY LOCATION:
Five Points CF
Building 5
6600 NY-96
Romulus, New York 14541

DATE: 06/01/2025

DRAWING VERSION: No. 1

ISSUED FOR:
Renovation HazMat Survey

ADELAIDE PROJECT NO.:
LBPC-SD:25144.00-IN

DRAWING PREPARED BY:
PJP

SL-01

APPENDIX B

ASBESTOS ANALYTICAL RESULTS

Client Name: Adelaide Environmental Health

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

OGSx: 25144.00-IN; Five Points CF - Bldg. 5; 6600 NY-96 - Romulus, NY 14541; OGS Project #: Q2020

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	1	1	----	----	----	----	NAD	NA
Location: Floor Ext - Main Roof, 2nd & Bottom - ISO Paper								
02	2	1	----	----	----	----	NAD	NA
Location: Floor Ext - Upper Roof, 2nd & Bottom - ISO Paper								
03	3	2	0.397	95.2	0.3	4.5	NAD	NAD
Location: Floor Ext - Main Roof, 3rd Layer - Vapor Barrier								
04	4	2	0.352	93.1	1.9	5.0	NAD	NAD
Location: Floor Ext - Upper Roof, 3rd Layer - Vapor Barrier								
05	5	3	0.258	24.4	64.1	11.5	NAD	NAD
Location: Floor Ext - Main Roof To Upper Facade, Counter-Flashing - White Caulk								
06	6	3	0.288	26.9	64.1	9.0	NAD	NAD
Location: Floor Ext - Main Roof To Upper Facade, Counter-Flashing - White Caulk								
07	7	4	----	----	----	----	NAD	NA
Location: Floor Ext - Brick Facade - Mortar								
08	8	4	----	----	----	----	NAD	NA
Location: Floor Ext - Brick Facade - Mortar								

Analyzed by: Khaalid W. Perine
Date: 5/30/2025

Reviewed by: Khaalid W. Perine

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Adelaide Environmental Health
Attn: John Soter
1511 Rte. 22, Suite C24

Brewster, NY 10509

Date Received 5/29/2025 **AmeriSci Job #** 225053264
Date Examined 05/30/25 **P.O. #**
ELAP # 11480 **Page** 1 **of** 2

RE: OGSx: 25144.00-IN; Five Points CF - Bldg. 5; 6600 NY-96 - Romulus, NY 14541; OGS Project #: Q2020

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
1 1	225053264-01	***No***	NAD (by NYS ELAP 198.1) by Kensen Caro on 05/30/25	
Location: Floor Ext - Main Roof, 2nd & Bottom - ISO Paper **Analyst Description:** Gray, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 75%, Fibrous glass 5.0%, Non-fibrous 20%				
2 1	225053264-02	***No***	NAD (by NYS ELAP 198.1) by Kensen Caro on 05/30/25	
Location: Floor Ext - Upper Roof, 2nd & Bottom - ISO Paper **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 70%, Fibrous glass 5.0%, Non-fibrous 25%				
3 2	225053264-03	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 05/30/25	*1*
Location: Floor Ext - Main Roof, 3rd Layer - Vapor Barrier **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.5%				
4 2	225053264-04	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 05/30/25	*1*
Location: Floor Ext - Upper Roof, 3rd Layer - Vapor Barrier **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.0%				
5 3	225053264-05	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 05/30/25	*1*
Location: Floor Ext - Main Roof To Upper Facade, Counter-Flashing - White Caulk **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11%				
6 3	225053264-06	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 05/30/25	*1*
Location: Floor Ext - Main Roof To Upper Facade, Counter-Flashing - White Caulk **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.0%				

See Reporting notes on last page

PLM Bulk Asbestos Report

OGSx: 25144.00-IN; Five Points CF - Bldg. 5; 6600 NY-96 - Romulus, NY 14541; OGS Project #: Q2020

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
7 4	225053264-07	***No***	NAD (by NYS ELAP 198.1) by Kensen Caro on 05/30/25	
Location: Floor Ext - Brick Facade - Mortar **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%				
8 4	225053264-08	***No***	NAD (by NYS ELAP 198.1) by Kensen Caro on 05/30/25	
Location: Floor Ext - Brick Facade - Mortar **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%				

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Kensen Caro
Date: 5/30/2025

Reviewed by: Khaalid W. Perine

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

END OF REPORT

Adelaide Environmental Health Associates, Inc
1511 Route 22, Suite C24
Brewster, NY 10509
845-278-7710
845-278-7750 - fax

#225053264

Site Address: FIVE POINTS CF - BLDG. 5	Date: 5/28/25	Inspector(s) **Philip J. Page**
6600 NY-96	OGS PROJECT # Q2020	
ROMULUS, NY 14541	Project #: OGS#: 25144.00-IN	

Sample ID #	Homogeneous Area	Floor Level	Sample Location/Description	Quantity (In Feet)	Friable NonFriable	Condition g, d, sd
1	1	EXT	MAIN ROOF, 2ND + BOTTOM - ISO PAPER			
2	↓		UPPER ↓ ↓ ↓			
3	2		MAIN , 3RD LAYER - VAPOR BARRIER			
4	↓		VAPER ↓ ↓ ↓			
5	3		MAIN ROOF TO UPPER FACADE, COUNTER-FLASHING - WHITE CAULK			
6	↓		↓ ↓ ↓			
7	4		BRICK FACADE - MORTAR			
8	↓	↓	↓ ↓			

Special Instructions/ Turnaround Time:

Stop at 1st Positive per Homogenous Area 24 HR **TAT**

E-Mail Results to AdelaideLabResults@adelaidellc.com & ppage@adelaidellc.com

Relinquished by:

Received by: Sherilyn Formanek 5/29/25 10:20

Relinquished by:

Received by:

APPENDIX C

PCB ANALYTICAL RESULTS

PHOENIX
Environmental Laboratories, Inc.

Tuesday, June 03, 2025

Attn: Stephanie Soter
Adelaide Environmental Health Assoc,Inc
1511 Route 22, Suite C24
Brewster, NY 10509

Project ID: LBPC-5D:25144.00-IN
SDG ID: GCT38671
Sample ID#s: CT38671

This laboratory is in compliance with the NELAC requirements of procedures used except where indicated.

This report contains results for the parameters tested, under the sampling conditions described on the Chain Of Custody, as received by the laboratory. This report is incomplete unless all pages indicated in the pagination at the bottom of the page are included.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

A scanned version of the COC form accompanies the analytical report and is an exact duplicate of the original.

The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Sincerely yours,

Phyllis Shiller
Laboratory Director

NELAC - #NY11301
CT Lab Registration #PH-0618
MA Lab Registration #M-CT007
ME Lab Registration #CT-007
NH Lab Registration #213693-A,B
NJ Lab Registration #CT-003
NY Lab Registration #11301
PA Lab Registration #68-03530
RI Lab Registration #63
VT Lab Registration #VT11301

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Sample Id Cross Reference

June 03, 2025

SDG I.D.: GCT38671

Project ID: LBPC-5D:25144.00-IN

Client Id	Lab Id	Matrix	Col Date
P1	CT38671	CAULK	05/28/25 0:00

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102

NY # 11301

Analysis Report

June 03, 2025

FOR: Attn: Stephanie Soter
Adelaide Environmental Health Assoc,Inc
1511 Route 22, Suite C24
Brewster, NY 10509

Sample Information		Custody Information		Date	Time
Matrix:	CAULK	Collected by:		05/28/25	
Location Code:	ADELAIDE	Received by:	CP	05/29/25	18:20
Rush Request:	72 Hour	Analyzed by:	see "By" below		
P.O.#:					

Laboratory Data

SDG ID: GCT38671
Phoenix ID: CT38671

Project ID: LBPC-5D:25144.00-IN
Client ID: P1

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Caulk Extraction for PCB	Completed				05/30/25	A/Z/U	SW3545A
Polychlorinated Biphenyls							
PCB-1016	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1221	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1232	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1242	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1248	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1254	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1260	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1262	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1268	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
QA/QC Surrogates							
% DCBP	55		%	2	06/02/25	SC	30 - 150 %
% DCBP (Confirmation)	54		%	2	06/02/25	SC	30 - 150 %
% TCMX	43		%	2	06/02/25	SC	30 - 150 %
% TCMX (Confirmation)	41		%	2	06/02/25	SC	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference

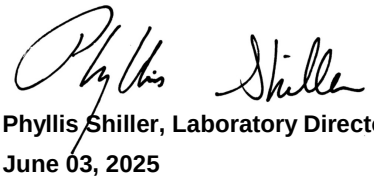
RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low
QA/QC Surrogates: Surrogates are compounds (preceeded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

Comments:

Results are reported on an ``as received`` basis, and are not corrected for dry weight.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200.
The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.



Phyllis Shiller, Laboratory Director
June 03, 2025
Reviewed and Released by: Anil Makol, Project Manager

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

QA/QC Report

June 03, 2025

QA/QC Data

SDG I.D.: GCT38671

Parameter	Blank	Blk RL	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
QA/QC Batch 786780 (ug/Kg), QC Sample No: CT35367 (CT38671)										
Polychlorinated Biphenyls										
PCB-1016	ND	500	75	73	2.7				40 - 140	30
PCB-1221	ND	500							40 - 140	30
PCB-1232	ND	500							40 - 140	30
PCB-1242	ND	500							40 - 140	30
PCB-1248	ND	500							40 - 140	30
PCB-1254	ND	500							40 - 140	30
PCB-1260	ND	500	76	72	5.4				40 - 140	30
PCB-1262	ND	500							40 - 140	30
PCB-1268	ND	500							40 - 140	30
% DCBP (Surrogate Rec)	89	%	92	86	6.7				30 - 150	30
% DCBP (Surrogate Rec) (Confirm	95	%	98	92	6.3				30 - 150	30
% TCMX (Surrogate Rec)	79	%	81	76	6.4				30 - 150	30
% TCMX (Surrogate Rec) (Confirm	82	%	85	80	6.1				30 - 150	30

Comment:

A LCS and LCS Duplicate were performed instead of a matrix spike and matrix spike duplicate.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

RPD - Relative Percent Difference
LCS - Laboratory Control Sample
LCSD - Laboratory Control Sample Duplicate
MS - Matrix Spike
MS Dup - Matrix Spike Duplicate
NC - No Criteria
Intf - Interference
(ISO) - Isotope Dilution

Phyllis Shiller, Laboratory Director
June 03, 2025

Tuesday, June 03, 2025

Sample Criteria Exceedances Report

GCT38671 - ADELAIDE

Criteria: None

State: NY

SampNo	Acode	Phoenix Analyte	Criteria	Result	RL	Criteria	RL Criteria	Analysis Units

*** No Data to Display ***

Phoenix Laboratories does not assume responsibility for the data contained in this exceedance report. It is provided as an additional tool to identify requested criteria exceedences. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedence information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Comments

June 03, 2025 SDG I.D.: GCT38671

The following analysis comments are made regarding exceptions to criteria not already noted in the Analysis Report or QA/QC Report: None.

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

NY Temperature Narration

June 03, 2025

SDG I.D.: GCT38671

The samples in this delivery group were received at 1.2°C.
(Note acceptance criteria for relevant matrices is above freezing up to 6°C)

Phoenix Environmental Laboratories, Inc.
587 East Middle Turnpike, PO Box 370
Manchester, CT 06040
ph. (860) 645-1102
fx. (860) 645-0823

Field Chain-of-Custody Record

Phoenix Project No. 25144

Analysis Turnaround: ~~7 Day~~ 3 DAY

Company: Adelaide Environmental
1511 Route 22, Suite C24
Brewster, NY 10509

Invoice to: Stephanie Soter

Results Send Via: AdelaideLabResults@adelaidellc.com

Cc Results: ppage@adelaidellc.com

Sampled By (Print): Philip J. Page

Sampled By (Sign):

Project #: LBPC-SD: 25144.00-IN

Project ID: FIVE POINTS CF - BLDG. 5 ROOF @2020

SAMPLE #	LOCATION	SAMPLE DATE	MATRIX	ANALYSIS REQUESTED	CONTAINER
P1	BLDG. 5, MAIN ROOF TO UPPER FACADE, COUNTER-FLASHING, WHITE	5/28/25	Caulk	PCB	BAG

38671

Comments

Cool 4°C___ HNO3___ H2SO4___ NaOH___ NONE___ FROZEN___

Temperature on Receipt 1.2 °C

Samples Relinquished By: [signature] Date/Time: 5/28/25

Samples Received By Lab: [signature] Date/Time: 5/29/25 8:50a

Samples Relinquished By: [signature]

Samples Received By Lab: Ashley Lee 5/29/25 1820

WCIP

APPENDIX D

PERSONNEL AND LABORATORY CERTIFICATIONS

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Adelaide Environmental Health Associates, Inc.
1511 Route 22, Suite C24, Brewster, NY, 10509

License Number: 29305
License Class: RESTRICTED
Date of Issue: 06/02/2025
Expiration Date: 07/31/2026
Duly Authorized Representative: John Soter

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

United States Environmental Protection Agency

This is to certify that

ADELAIDE ENVIRONMENTAL HEALTH ASSOCIATES INC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 08, 2025

LBP-15081-2

Certification #

August 25, 2022

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

Adelaide Environmental Health Associates, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 05, 2032

NAT-15081-4

Certification #

May 12, 2025

Issued On

Marc Edmonds, Chief

Risk Assessment Management Branch 2.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

PHILIP J PAGE
CLASS(EXPIRES)
C ATEC (05/26) D INSP (05/26)
H PM (05/26) I PD (05/26)

CERT# 25-6ZU0C-SHAB
DMV# 216687928

MUST BE CARRIED ON ASBESTOS PROJECTS

United States Environmental Protection Agency

This is to certify that

Philip J Page

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires March 23, 2026

LBP-I-I172697-3

Certification #

January 25, 2023

Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2026
Issued April 01, 2025

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 70488

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2026
Issued April 01, 2025

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. PHYLLIS SHILLER
PHOENIX ENVIRONMENTAL LABS
587 EAST MIDDLE TURNPIKE
MANCHESTER, CT 06040

NY Lab Id No: 11301

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Petroleum Hydrocarbons

Gasoline Range Organics	EPA 8015D
Oil and Grease Total Recoverable	EPA 9071B (Solvent:Hexane)

Phthalate Esters

Benzyl butyl phthalate	EPA 8270E
Bis(2-ethylhexyl) phthalate	EPA 8270E
Diethyl phthalate	EPA 8270E
Dimethyl phthalate	EPA 8270E
Di-n-butyl phthalate	EPA 8270E
Di-n-octyl phthalate	EPA 8270E

Polychlorinated Biphenyls

Aroclor 1016 (PCB-1016)	EPA 8082A
Aroclor 1016 (PCB-1016) in Oil	EPA 8082A
Aroclor 1221 (PCB-1221)	EPA 8082A
Aroclor 1221 (PCB-1221) in Oil	EPA 8082A
Aroclor 1232 (PCB-1232)	EPA 8082A
Aroclor 1232 (PCB-1232) in Oil	EPA 8082A
Aroclor 1242 (PCB-1242)	EPA 8082A
Aroclor 1242 (PCB-1242) in Oil	EPA 8082A
Aroclor 1248 (PCB-1248)	EPA 8082A
Aroclor 1248 (PCB-1248) in Oil	EPA 8082A
Aroclor 1254 (PCB-1254)	EPA 8082A
Aroclor 1254 (PCB-1254) in Oil	EPA 8082A
Aroclor 1260 (PCB-1260)	EPA 8082A
Aroclor 1260 (PCB-1260) in Oil	EPA 8082A
Aroclor 1262 (PCB-1262)	EPA 8082A
Aroclor 1262 (PCB-1262) in Oil	EPA 8082A

Serial No.: 70417

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2026
Issued April 01, 2025

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. PHYLLIS SHILLER
PHOENIX ENVIRONMENTAL LABS
587 EAST MIDDLE TURNPIKE
MANCHESTER, CT 06040

NY Lab Id No: 11301

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Polychlorinated Biphenyls

Aroclor 1268 (PCB-1268)	EPA 8082A
Aroclor 1268 (PCB-1268) in Oil	EPA 8082A
PCB 101	EPA 8082A
PCB 105	EPA 8082A
PCB 118	EPA 8082A
PCB 128	EPA 8082A
PCB 138	EPA 8082A
PCB 153	EPA 8082A
PCB 170	EPA 8082A
PCB 18	EPA 8082A
PCB 180	EPA 8082A
PCB 183	EPA 8082A
PCB 184	EPA 8082A
PCB 187	EPA 8082A
PCB 195	EPA 8082A
PCB 206	EPA 8082A
PCB 209	EPA 8082A
PCB 28	EPA 8082A
PCB 44	EPA 8082A
PCB 49	EPA 8082A
PCB 52	EPA 8082A
PCB 66	EPA 8082A
PCB 8	EPA 8082A
PCB 87	EPA 8082A
PCB Congeners, Total	EPA 8082A

Polynuclear Aromatic Hydrocarbons

Acenaphthene	EPA 8270E

Serial No.: 70417

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE OF OPPORTUNITY. Office of General Services

Design and Construction
Division of Construction, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 474-0331 FAX: (518) 474-8201

SCHEDULE OF SUBMITTALS

PROJECT NO.: Q2020-H

FACILITY: Five Points-Replace Roof, Mess Hall, Building 5

CONTRACTOR:

PROJECT MANAGER: Tahmina Haidar

DESIGN CONSULTANT: LaBella

ENGINEER-IN-CHARGE: Bradley S Young

LEGEND

PACK: SUBMITTAL PACKAGE

SD: SHOP DRAWINGS

PD: PRODUCT DATA

EPD: ENVIRONMENTAL PRODUCT DECLARATION

SAM: SAMPLES

QCS: QUALITY CONTROL SUBMITTALS

LEED: LEED SUBMITTALS

CCS: CONTRACT CLOSEOUT SUBMITTALS

SUBMITTAL REVIEW RESPONSIBILITY:
F: OGS FIELD OFFICE
F/O: OGS FIELD OFFICE / OFFICE (ALBANY)
D: CONSULTANT / DESIGNER
S: OGS SCHEDULING DEPARTMENT
RSM: Regional Safety Manager

INSTRUCTIONS TO THE CONTRACTOR

1. Refer to **Section 013300 Submittals** of the Project Manual for general requirements regarding submittals and to **Section 017716 - CONTRACT CLOSEOUT** for project closeout submittals.
2. Refer to Sections of the specifications indicated herein for details of the requirements for each submittal listed.
3. Indicate in the rows (spaces) following each item:
a. Critical submittals and long lead items (mark with an 'X'). Some critical submittals may already be identified by the design team. Confirm that these are critical submittals.
b. The date the item will be submitted, and date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for completion of the work in accordance with the Progress Schedule. The date entered for the submittal is the last date a substitution will be considered. Proposed substitutions must be made prior to the date entered if more than one substitution is to be submitted for approval. Spaces which contain N/A do not require dates.
4. An example of a Submittal Transmittal (BDC-42) can be located at: http://www.ogs.ny.gov/BU/DC/forms/ContractorConstForms.asp
5. Submit Contract Closeout Submittals (CCS) prior to final inspection.

INSTRUCTIONS TO THE CONSULTANT / DESIGNER

1. Cut and paste required information from each Division (Div.X) tab and place in the S.O.S. tab.
2. Delete Division (Div.X) tabs after the S.O.S. tab has been in-filled.
3. Indicate F, F/O or D in column E. Items in Div.1 have defaults that can be modified as necessary.
4. Indicate items that are critical submittals in column F.
Note:
The following list of submittals is furnished for your convenience in scheduling submittals. The list is not warranted to be complete and does not take precedence over the contract documents. Enter additional submittals, as required and modify this schedule to the specific project. This S.O.S. will be used to populate the submittals website log.

NEW YORK STATE OF OPPORTUNITY. Office of General Services

Design and Constr
Division of Construction, 34th Floor, Corni
The Governor Nelson A. Rockefeller Empire St
Albany, New Yo
Phone: (518) 474-0331 FAX: (518)

SCHEDULE OF SUBMITTALS

PROJECT NO.: Q2020-H

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Project Allow at least 4 weeks fo (allows time for any resu	
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:
007213			**GENERAL CONDITIONS**				
007213		**PD**	ARTICLE 6: Designate in writing competent supervision and/or management representatives as required - include contact number in case of an emergency after work hours, including weekends and holidays (see 011000 Summary of Work)	F			
007213		**PD**	ARTICLE 8: Permits and licenses	F			
011100			**SAFETY**				
011100	**1.4.A**	**QCS**	Site Specific Safety Plan	RSM			
011100	**1.4.B**	**QCS**	Employee Safety Orientation Training and Documentation				
013113			**PROJECT SCHEDULE**				
013300			**SUBMITTALS**				
013300	**1.7.B**	**PD**	Schedule of Submittals Acknowledgement	F	X		
013300	**1.7.A**	**QCS**	Submittal Coordinator Qualifications	F/O	X		
017716			**CONTRACT CLOSEOUT**				
017716	**1.4**	**CCS**	Project Record Documents	F			
017716	**1.5**	**CCS**	Operation and Maintenance	F			
017716	**1.6**	**CCS**	Warranties	F			
017716	**1.7**	**CCS**	Spare Parts and Maintenance Materials	F			
230529			**HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT**				
230529	**1.3.E**	**SD**	Shop Drawings: Show fabrication and installation details	D			
230529	**1.3.D**	**PD**	Equipment Supports	D			
230593			**TESTING, ADJUSTING, AND BALANCING FOR HVAC**				
230593	**1.4**	**QCS**	Qualification Data	F/O,D			
230593	**1.4**	**QCS**	Certified TAB Reports	F/O,D			
230593	**1.4**	**QCS**	Sample Report Forms	F/O,D			
230923			**DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC**				
230923	**1.5**	**SD**	Full detailed drawings for DDC System.	D			
230923	**1.5**	**SD**	Coordination Drawings	D			
230923	**1.5.E**	**QCS**	Qualification Data	D			
230923	**1.5.F**	**QCS**	Preconstruction Test Reports	D			

SCHEDULE OF SUBMITTALS

PROJECT NO.: Q2020-H

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Project Allow at least 4 weeks fo (allows time for any resu	
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:
230923	**1.5.G**	**QCS**	Source Quality-Control Reports	D			
230923	**1.5.H**	**QCS**	Field Quality-Control Reports	D			
230923	**1.5.I**	**QCS**	Sample Warranty	D			
230923	**1.6.A**	**QCS**	Maintenance Material Submittals	F			
230923	**1.6.A**	**CCS**	Operation and Maintenance Data	F			
233400			**HVAC FANS**				
233400	**1.3.E**	**SD**	Shop Drawings: Indicate size and configuration of fan assembly, mountings, weights, ductwork and accessory connections	D			
233400	**1.3.F**	**PD**	Downblast Centrifugal Fans	D			
233400	**1.3.F**	**PD**	Upblast Centrifugal Fans	D			
233400	**1.3.H**	**QCS**	Manufacturer's Certificate	F			
233400	**1.3**	**CCS**	Operation and Maintenance Data	F			

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474-8201

ed Dates r Approval ubmission)
Projected Delivery Date:

ed Dates r Approval bmission)
Projected Delivery Date:

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 Work Location/Region:	
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 OGS USE ONLY				
OGS Authorized Signature:		☐ **Accepted**	☐ **Accepted as Noted**	☐ **Notice of Deficiency**
NAME (Please Print):	**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/default.asp

Note: All listed Subcontractors/Suppliers will be contacted and verified by OGS.

ADDITIONAL SHEET

Bidder/Contractor Name:	**Contract/Solicitation #**_____

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 _____%		
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 _____%		
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 _____%		

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Division of Service-Disabled Veterans' Business Development

Instructions for Completing the Monthly SDVOB Compliance Report – SDVOB 101

The SDVOB Monthly Reporting Form is to be completed by the Contractor/Vendor, and submitted by the 10th day of *each* month for the duration of the Contract. This form should include **all** (e.g. SDVOB and non SDVOB) Subcontractors and/or Suppliers assigned by the Contractor/Vendor to perform work during the contract. This reporting should also include payments made by your Subcontractors and/or Suppliers to SDVOB firms.

Complete the form as specified below.

Contract No.	Indicate the OGS Contract No.
Contractor/Vendor Name and Address	Provide your firm's name and address.
Federal ID No.	Enter your firm's Federal ID No.
Goals	Indicate SDVOB participation goals.
Reporting Period	Fill in the month and year of reporting period. One copy must be submitted with final payment application.
Description of Project	Briefly describe the work you are providing under the terms of this contract.
Firm Name and Address	Provide the name, address and phone number of **all** Subcontractors/Suppliers assigned by the Contractor/Vendor on this contract or purchase agreement(s).
Federal ID No.	Enter the Subcontractor's/Supplier's Federal ID No. If no Federal ID No. has been assigned, provide only the owner's last four (4) digits of his or her Social Security No.
Payment This Month	Indicate the amount paid *this month* to each Subcontractor/Supplier. If there was no income activity for a Subcontractor/Supplier, please check the box indicating "No Payment This Month."
Contract Amount	Enter the total contract amount or purchase agreement(s) amount for each Subcontractor/Supplier.
Description of Work/Supplies	Briefly describe the work performed or supplies provided by each Subcontractor/Supplier.

Submit to:

Design & Construction SDVOB Compliance Specialist
35th Floor, Corning Tower
Albany, New York 12242
Email: DCSDVOB@ogs.ny.gov

CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT (DUE ON THE 10TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE SDVOB GOALS ON THE CONTRACT)

Contract No.: _____

Contractor/Vendor Name, Address and Phone No.:	Contractor/Vendor Federal ID No.:	SDVOB Goals	Reporting Period	
	Description of Project:	%	Month	Year

Firm Name, Address and Phone Number (List All Firms)	Description of Work or Supplies Provided	Designation		Payment This Month	Contract Amount
Federal ID No.:		☐ SDVOB ☐ Sub ☐ Broker ☐ Joint Venture ☐ Written Contract	☐ Supplier ☐ Team ☐ Other ☐ No Written Contract	☐ No Payment This Month	
Federal ID No.:		☐ SDVOB ☐ Sub ☐ Broker ☐ Joint Venture ☐ Written Contract	☐ Supplier ☐ Team ☐ Other ☐ No Written Contract	☐ No Payment This Month	
Federal ID No.:		☐ SDVOB ☐ Sub ☐ Broker ☐ Joint Venture ☐ Written Contract	☐ Supplier ☐ Team ☐ Other ☐ No Written Contract	☐ No Payment This Month	
Federal ID No.:		☐ SDVOB ☐ Sub ☐ Broker ☐ Joint Venture ☐ Written Contract	☐ Supplier ☐ Team ☐ Other ☐ No Written Contract	☐ No Payment This Month	

_____ Signature

_____ Print Name and Title

_____ Date

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.

For OGS Use Only	
Reviewed By:	Date:

APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

(must be submitted before requesting final payment on the Contract)

Section 1: Basic Information

Contractor's Name:	Federal Identification Number:
Street Address:	E-Mail Address:
City, State, Zip Code:	Telephone: ( ) -

Contract Number:	SDVOB CONTRACT GOALS %

Section 2: Type of SDVOB Waiver Requested

☐ Total	☐ Partial	If partial waiver, please enter the revised SDVOB percentage:	%

Please explain the reason for the waiver request:

Section 3: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:

- ❑ **Attachment A.** Copies of solicitations to SDVOBs and any responses thereto.
- ❑ **Attachment B.** Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- ❑ **Attachment C.** Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set forth in the contract.
- ❑ **Attachment D.** Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- ❑ **Attachment E.** Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Prepared By: (Signature)	Date:
Name and Title of Preparer (Print or Type)	

For OGS Use Only	
Reviewed By:	Date:
Decision: ☐ Full SDVOB waiver granted ☐ Partial SDVOB waiver granted; revised SDVOB goal: _____ % ☐ SDVOB waiver denied	
Approved By:	Date:
Date Notice of Determination Sent:	
Comments	

PROJECT MANUAL

PRE-BID SITE VISIT SCHEDULED

ON MARCH 12, 2026
SEE ADVERTISEMENT FOR BIDS INSIDE

PROJECT NO. Q2020-E

ELECTRICAL WORK

REPLACE ROOF, MESS HALL, BUILDING 5
FIVE POINTS CORRECTIONAL FACILITY
6600 STATE ROUTE 96
ROMULUS, NY

FEBRUARY 4, 2026

KATHY HOCHUL
Governor

JEANETTE M. MOY
Commissioner

NEW YORK STATE | Office of General Services

PROJECT NO. Q2020-E

ELECTRICAL WORK

Replace Roof, Mess Hall, Building 5
Five Points Correctional Facility
6600 State Route 96
Romulus, NY

February 4, 2026

CLIENT: DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

PROJECT TEAM LEADER: Michael Convertino, AIA

PREPARED BY
LaBella Associates, D.P.C
300 State Street, Suite 201
Rochester, NY 14614
CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING:0021272
LAND SURVEYING: 0021271
GEOLOGICAL: 0021659

PREPARED FOR
State of New York
Office of General Services
35th Floor, Corning Tower
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, NY 12242
Phone (518) 474-0203
FAX (518) 473-7862

Affix Seal	Affix Seal	Affix Seal
Registration Expiration Date	Registration Expiration Date	06/30/2027 Registration Expiration Date

NOTE:….THE OFFICE OF GENERAL SERVICES REQUIRES GOOD FAITH EFFORTS ON THE PART OF ITS CONTRACTORS TO SOLICIT AND OBTAIN THE PARTICIPATION OF MINORITIES AND WOMEN AS SUBCONTRACTORS, AND EMPLOYEES IN ITS PROGRAMS.

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A. The Contract Drawings, which accompany this Project Manual and form a part of the Contract Documents, are listed on the Title Sheet of the Drawings.

B. The drawings for related contracts are listed on the Title Sheet for reference only. Examine the drawings for related contracts to ascertain the relationship of the Work to the related contracts.

END OF LIST

ADVERTISEMENT FOR BIDS

Sealed bids for Project Nos. Q2020-C, Q2020-H, and Q2020-E, comprising separate contracts for Construction Work, HVAC Work, and Electrical Work, Replace Roof, Mess Hall, Building 5, Five Points Correctional Facility, 6600 State Route 96, Romulus (Seneca County), NY, will be received by the Office of General Services (OGS), Design & Construction Group (D&C), Division of Contract Management, 35th Fl., Corning Tower, Empire State Plaza, Albany, NY 12242, on behalf of the Department of Corrections and Community Supervision, until 2:00 p.m. on Wednesday, March 25, 2026, when they will be publicly opened and read. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by a bid security (i.e. certified check, bank check, or bid bond in the amount of $70,900 for C, $15,100 for H, and $6,400 for E).

All successful bidders will be required to furnish a Performance Bond and a Labor and Material Bond pursuant to Sections 136 and 137 of the State Finance Law, each for 100% of the amount of the Contract estimated to be between $2,000,000 and $3,000,000 for C, between $100,000 and $250,000 for H, and between $50,000 and $100,000 for E.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS D&C and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest posting on the OGS website, in a newspaper of general circulation, or in the Contract Reporter, of written notice, advertisement or solicitation of offers, through final award and approval of the contract by OGS D&C and the Office of the State Comptroller ("Restricted Period") to other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff are Catherine Skaczkowski, Jessica Hoffman, and Pierre Alric in the Division of Contract Management, telephone (518) 474-0203, fax (518) 473-7862. OGS D&C employees are also required to obtain certain information when contacted during the restricted period and to make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the bidder is debarred from obtaining governmental Procurement Contracts. Bidders responding to this Advertisement must familiarize themselves with the State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the bid form. Further information about these requirements can be found within the project manual or at: https://ogs.ny.gov/ACPL/

Pursuant to Public Buildings Law § 8(6), effective January 11, 2020, for any projects where the project design commenced on or after January 1, 2020 and for any contracts over $5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise that submits a bid within ten percent of the lowest bid will be deemed the apparent low bidder provided that the bid is $1,680,923 or less, adjusted annually for inflation as of March 1, 2025. If more than one responsible and reliable MWBE firm meets these requirements, the MWBE firm with the lowest bid will be deemed the apparent low bidder.

___Project commenced design before January 1, 2020. Not subject to provision.
XX Project commenced design on or after January 1, 2020. Subject to provision.

The substantial completion date for this project is 170 days after the Agreement is approved by the Comptroller.

The only time prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area will be at 10:00 a.m. on March 12, 2026, at Five Points Correctional Facility, 6600 State Route 96, Romulus, NY. Prospective bidders are urged, but not mandated, to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Note that parking restrictions and security provisions will apply, and all vehicles will be subject to search. Refer to Document 002218 for any additional requirements for attendance at the pre-bid site visit.

Phone the office of Brad Young (607-425-3366) a minimum of 72 hours in advance of the date to provide the names of those who will attend the pre-bid site visit. Only contractors that schedule a visit at least 72 hours in advance will be allowed to participate in the pre-bid site visit.

Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts. All bidders are expected to cooperate in implementing this policy. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) for Construction Work and HVAC Work; and an overall goal of 0% for MWBE participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) for Electrical Work. The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract. Trades with 0% goals are encouraged to make "good faith efforts" to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials.

Article 3 of the Veteran's Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. OGS hereby establishes overall goals for SDVOBs' participation under this contract as follows: 6% for the C trade contractor, 0% for the E trade contractor, and 3% for the H trade contractor, based on the current availability of qualified SDVOBs. Trades with 0% goals are encouraged to make "good faith efforts" to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials.

The Office of General Services reserves the right to reject any or all bids.

The Bidding and Contract Documents for this Project are available for viewing, downloading, and Electronic Bidding from OGS Design & Construction's Electronic Bidding service, Bid Express.

Registration along with viewing, downloading, and electronic bidding can be accessed at the following link: **http://www.bidexpress.com**

For questions about downloading of bid documents, please send an e-mail to **support@bidexpress.com**, or call the Bid Express toll-free number at (888) 352-2439.

For all other questions, please send an email to **DCPlans@ogs.ny.gov**, or call (518) 474-0203.

For additional information on this project, please use the link below and then click on the project number:

https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp.

OGS Design & Construction Group

END OF INFORMATION

DOCUMENT 002113

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS

1.1. Carefully examine and be familiar with the Bidding and Contract Documents.

1.2. Examine information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations, or judgment of the Contractor.

2. VISIT TO THE SITE

2.1. For projects that include Document 002218, visit the Site of the Work prior to submitting your bid. Refer to the Advertisement for Bids for any special instructions.

2.2. Become familiar with restrictions and regulations established by the facility. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract sum.

2.3. Assume the risk of encountering any subsurface or other latent physical condition that can be reasonably anticipated on the basis of documentary information provided by the State and from inspection and examination of the Site.

2.4. Interpretations of contract documents by facility personnel are not binding.

3. DESIGNATED, PERMISSIBLE, IMPERMISSIBLE CONTACTS AND QUESTIONS

3.1. The designated contacts during the restricted period for this procurement will be:

- Catherine Skaczkowski, Contract Awards Unit, telephone – (518) 474-0203, fax – (518) 473-7862
- Jessica Hoffman, Assistant Director, Contract Management, telephone – (518) 474-0203
- Pierre Alric, Director, Contract Management, telephone – (518) 474-0201

3.2. State Finance Law §139-j recognizes a series of permissible contacts that can go to other than the designated contacts, as follows:

3.2.1. The submission of written proposals in response to a request for proposals, invitation for bids or any other method for soliciting a response from offerers intending to result in a procurement contract.

3.2.2. The submission of written questions to a designated contact set forth in a request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract, when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract.

3.2.3. Participation in a conference provided for in a request for proposals, invitation for bids, or any other method for soliciting a response from offerers intending to result in the procurement contract.

3.2.4. Complaints by an offerer regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized offerer contacts made in writing to the office of general counsel of the procuring governmental entity, provided that any such written complaints shall become a part of the procurement record.

3.2.5. Offerers who have been tentatively awarded a contract and are engaged in communication with a governmental entity solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award.

3.2.6. Contacts between designated governmental staff of the procuring governmental entity and an offerer to request the review of a procurement contract award.

3.2.7. Contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding.

3.2.8. Complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction.

3.2.9. Written protests, appeals, or complaints to the New York State Office of the State Comptroller (OSC) during the process of contract approval, where OSC's approval is required by law, and where such communications and any response thereto are made in writing and shall be entered in the procurement record pursuant to §163 of the State Finance Law.

3.2.10. Complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to OSC's office.

3.2.11. Permissible Contacts are only with the procuring agency unless specifically excepted.

3.3. Impermissible contacts include those that a reasonable person would infer are intended to influence a governmental procurement and occur during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity; provided, however, that nothing in this section shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement. Contacting a person or entity other than the designated contact person during the restricted period, when such contact does not fall within one of the exemptions, is also an impermissible contact.

Direct all questions regarding the intent or meaning of the drawings or specifications to the Office of General Services (OGS) website at:

https://online.ogs.ny.gov/dnc/contractorConsultant/esb/esbplansavailableindex.asp

From this web page, first click on the project number link, then on the **Review/Submit Bid Questions** link, and then submit the question for the appropriate trade. All responses to appropriate pre-bid inquiries will be communicated via the OGS website. Those inquiries resulting in clarification and or changes to the bid documents will be communicated by Addenda to all persons who have obtained drawings and specifications.

3.4. Pre-bid inquiries answered by means other than Addenda will not be binding.

4. PREPARATION OF BIDS

4.1. **For electronic bids**: Prepare and submit bid using OGS Design & Construction's Electronic Bidding service, Bid Express®. Registration along with viewing, downloading, and electronic bidding can be accessed at the following website: http://www.bidexpress.com.

4.1.1. Prepare each bid on the official form furnished by the State within the Bid Express® website. Fill in all blank spaces. An incomplete entry may disqualify the bid in its entirety. No post bid meetings will be afforded to any bidder to explain or clarify an incomplete bid or entry omission(s).

4.1.2. Bidders must be registered with Bid Express® in advance. Bidders not previously registered with Bid Express® must complete a one-time registration for a user account. There is no cost to register, to view/download bid documents, or to submit a bid. Vendors can select 'Pay per solicitation (non-member)' when registering.

4.1.3. Bid Security is required in accordance with the BID SECURITY INFORMATION section within this document. Bidders must be registered with a Bid Express® approved bonding service in advance. Bidders not already registered must register with a Bid Express® approved bonding service, and shall refer to the instructions contained in the BID SECURITY INFORMATION section within this document.

4.1.4. Bidders must establish an Infotech® Digital ID in advance. The Infotech® Digital ID application process may take up to seven business days to complete. Refer to http://www.bidexpress.com for guidance on the application for and installation of Digital IDs. The Digital ID is an electronic tool that allows users to digitally sign bids, contracts, and forms. Digital IDs are used as part of a secure method of maintaining confidentiality and identity verification within the Bid Express® service.

4.2. **For paper bids**: Prepare each bid on the official form furnished by the State.

4.2.1. Make no erasures, cross-outs, whiteouts, write-overs, obliterations, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid Form.

4.2.2. Fill in all blank spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid Form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.

4.2.3. Sign the Bid Form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature after "SIGN BID HERE". The same procedure shall apply to the bid of joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. All signatures must be original. Mechanically reproduced signatures, stamps, or copies are not acceptable. Submitted Bid Forms that do not conform to these requirements will be disqualified.

4.3. For paper or electronic bids, if the Project Manual contains Section 012300 - Alternates, indicate the amounts to be added to or deducted from the base bid in the spaces provided on the Bid Form. If the Work is to be performed at no change in cost, indicate "0". Any bid which fails to indicate an amount for each alternate will be held to be informal and may be rejected.

4.4. For paper or electronic bids, note in the space designated on the Bid Form, each Addenda by numbers, which have been issued.

4.4.1. For paper bids: If no Addenda have been issued, insert the word "NONE" in the space designated on the Bid Form.

4.5. For paper or electronic bids, all contractors submitting bids on public work projects are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. The registration number must be entered in the space provided on the Bid Form. A complete and accurate registration number must be entered in the space provided on the Bid Form. Failure to possess an active and verifiable registration at the time of bid will result in disqualification of the bid.

4.6. All bidders must complete a form DCA-3 – ***Offerer Disclosure of Prior Non-Responsibility Determinations*** and submit it with their Bid.

4.6.1. For electronic bids: Complete and submit form DCA-3 within the Bid Express® website. Fill in all blank spaces.

4.6.2. For paper bids: Complete paper form DCA-3 and include it with the Bid Form. Fill in all blank spaces.

4.7. All bids, regardless of dollar value, must include the cost of Labor and Material and Performance Bonds.

5. BID SECURITY INFORMATION

5.1. Bid security is required as a guarantee that the bidder will enter into the Contract and furnish a satisfactory Performance Bond and Labor and Material Bond within the time specified on the Bid Form. Submit bid security in the amount indicated in the Advertisement for Bids in one of the following forms:

5.1.1. Certified check or bank check drawn upon a legally incorporated bank or trust company (payable to the Office of General Services).

5.1.2. Bid Bond on OGS Form 004313 to be issued by a Surety licensed in the State of New York.

5.1.2.1. **For electronic bids**: Electronic bid bond furnished by a Bid Express® approved bonding service is required for an Electronic Bid. Vendors must be registered with a Bid Express® approved bonding service. Refer to http://www.bidexpress.com for guidance and registration information. Vendors not already registered must complete a one-time registration with a Bid Express® approved bonding service. At the time of this publication, the Bid Express® approved bonding services are Tinubu at

https://www.tinubu.com, or Surety2000 at https://surety2000.com. Allow sufficient time for account registration and bond processing prior to the bid due date noted in the Advertisement for Bids.

5.1.2.2. **For paper bids:** Sign the bid bond in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature above "Principal". The same procedure shall apply to the bid security of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. The same procedure shall apply to the signature for the Attorney-in-Fact. All signatures must be original. Electronic, mechanically-reproduced or stamped signatures, or copies, are not acceptable for either signature. Submitted Bid Security that does not conform to these requirements will be disqualified

5.2. Upon submission of a certified check or bank check, the bid security of the successful bidder will be returned (check issued by OSC) pending acceptance of the required bonds and the execution of Contract. The second low bidder's bid security will be returned after the successful bidder executes the Contract or with the submission of an approved Substitute Bid Bond on the Design and Construction form. The bid security of all other bidders with a bid security in the form of checks will be returned as soon as possible after the apparent low bidder has been determined.

5.3. Bid Bonds submitted as bid security will not be automatically returned to the bidder. Firms requesting to have bonds returned may do so in writing provided they are not the first or second low bidder prior to award. Only those requests made in writing, directed to the Contract Awards Unit, shall be considered for return.

6. SUBMISSION OF BID

6.1. Do not submit both electronic and paper bids. If both an electronic bid from Bid Express® and a paper bid are received from the same contractor, the electronic bid from Bid Express® will prevail, and the paper bid(s) will be disqualified.

6.2. Submit Bid Form, Bid Security and Form DCA-3 – ***Offerer Disclosure of Prior Non-Responsibility Determinations.***

6.2.1. **For electronic bids**: Complete and submit within Bid Express®.

6.2.1.1. Within Bid Express®, select the procurement from the 'Solicitations' tab and click 'Select For Bidding'. Fill in all blank spaces.

6.2.1.2. In accordance with the BID SECURITY INFORMATION section contained within this document, coordinate with a Surety Agent to obtain a Bond ID from one of the Bid Express® approved bonding services. Refer to the instructions in the BID SECURITY INFORMATION section of this document. Complete the Bid Bond information section within Bid Express® and click 'Verify Bid Bond'. Failure to submit a valid Bond ID from an approved electronic bonding service for a bond of the specified value may result in automatic bid disqualification.

6.2.1.3. Click 'Check Bid' and resolve any errors. Click 'Submit Bid'. Sign the electronic bid form using a Bid Express® approved digital ID by clicking 'Submit Bid'.

6.2.2. **For paper bids:** Provide bid in a sealed envelope addressed to:

NYS Office of General Services – Design & Construction Group, Division of Contract Management, Contract Awards Unit, 35th Floor, Corning Tower, Albany, NY 12242

Exterior of sealed envelope shall include the words "SEALED BID ENCLOSED", Project Number and Trade Designation of Bid, Bid Due Date, Company Name, Address and Federal ID Number.

6.2.3. Telephone, email, fax, or electronic bids other than electronic bids submitted within Bid Express® will not be accepted.

6.3. All bids must be received before the time specified, and at the place designated for the receipt of bids.

6.4. Late Bids:

6.4.1. Electronic bids cannot be accepted after the due date and time.

6.4.2. Paper bids received after the due date and time will be returned unopened with notification of the reason for its refusal.

6.4.3. A late paper bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling by OGS and (2) that absent such mishandling, the bid would have arrived timely. Delays in the mail or any other means of transmittal, including couriers or agents of the State, other than employees of OGS will not suffice to excuse late arrival of the bid.

7. MODIFICATION OF BID

7.1. Bid Modifications By Amendment:

7.1.1. **For Modification to Electronic Bids:** Electronic bids may be modified on Bid Express® up to the deadline for receipt of bids. To modify your bid, access your bid in Bid Express®, modify applicable component(s), select Submit Bid to update the bid. Refer to the Submission Status to confirm the Last Submitted date and time. Only the submitted bid will be considered.

7.1.2. **For Modification to Paper Bids:** Modifications by amendment will only be considered on condition that the amendment arrives before the time specified and at the place designated for receipt of bids, and

7.1.2.1. The amendment is in writing and executed by a principal of the bidder firm, and

7.1.2.2. The bid, as amended, conforms in all respects with the Contract Documents. Bidders may mail or fax their bid modifications. Fax bid modifications to (518) 473-7862. Bidders may use a bid modification to acknowledge addenda and/or change the bid amount. Bid modifications received by fax must be on company letterhead and signed by a principal of the bidder firm. DO NOT use the OGS Bid Form to submit bid modifications by fax. Indicate any amounts to be added to or deducted from any part of the bid amount with the words "ADD" or "DEDUCT" next to the amount. The only amounts listed on a faxed bid modification should be the amounts to be added or deducted. **DO NOT expose the new bid amount on the faxed bid modification.** If the bid amount is shown on the faxed bid modification, or otherwise exposed at any time before the bid opening, the bid will be disqualified.

8. WITHDRAWAL OF BID

8.1. A bid may be withdrawn at any time prior to the time specified for receipt of bids.

8.1.1. For electronic bids, bidders can withdraw their bids on Bid Express® up to the time specified for receipt of bids.

8.1.2. For paper bids, should a bidder decide to withdraw its bid before the bid opening, the request must be prepared on company letterhead, signed by a principal of the bidder firm, and faxed to (518) 473-7862, or hand-delivered or mailed to the Contract Awards Unit at the place designated for receipt of bids. OGS will e-mail an acknowledgment of the withdrawal request that includes an indication that the unopened bid will be returned. Should the withdrawal request be in error, the bidder must call the Contract Awards Unit at (518) 474-0203 immediately. The unopened bid will be returned by mail to the bidder.

8.2. Not more than 7 calendar days after the bid opening or a scheduled pre-award meeting, whichever comes later, a low bidder may request the withdrawal of its bid based on a mistake. The request must be submitted via certified or registered mail to the address in Paragraph 6.2.2 of these Instructions to Bidders. The Contracting Officer may conduct or have conducted on his/her behalf a fact-finding proceeding to develop information concerning the request for withdrawal. A request for withdrawal of a bid made after the specified number of days allowed shall result in forfeiture of the bid security.

8.3. Following a timely request for withdrawal of a bid, the bid security will be returned if the bidder establishes by credible evidence, including original documents when requested, the following:

8.3.1. An error, clerical as opposed to judgmental in nature and verifiable by written evidence, occurred in the computation of the bid,

8.3.2. The error constitutes either an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor and/or material from the final bid computation,

8.3.3. The absence of gross negligence in the preparation of the bid. For the purposes of this subparagraph, gross negligence may include,

i) the apparent failure of a bidder to account for two or more categories (divisions) of work,

ii) the use of multiple erroneous quotations from subcontractors or suppliers,

iii) submission to the Contracting Officer of a bid withdrawal request within the preceding six (6) months.

8.4. If the bidder fails to meet its burden of proof, the request to withdraw without penalty shall be denied and its bid security will be forfeited and become the property of the State. The decision of the Contracting Officer shall be final and conclusive.

8.5. Once a request to withdraw is made, the bidder is ineligible for award. The Contracting Officer shall continue to progress the award process considering only the remaining bids.

9. DISQUALIFICATION

9.1. Any bid which fails to conform to the requirements of the Bidding and Contract Documents may be rejected.

9.2. The Commissioner may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity.

9.3. The State reserves the right to disqualify bidders, before or after bid opening, upon evidence of collusion with third parties or other illegal practices upon the part of the bidder.

9.4. Bidders may review the list of common Bid Informalities and Bid Disqualifications at:

https://online.ogs.ny.gov/dnc/contractorConsultant/esb/informalitylist.asp

10. GOVERNING LAWS AND REGULATIONS ADMINISTERED BY OTHER DEPARTMENTS

10.1. Taxes: All taxes pertaining to the Work must be paid. Address inquiries regarding taxes to the Tax Collecting Agency. For information regarding sales and use taxes contact the Sales Tax Bureau, Department of Taxation and Finance.

10.2. While all applicable laws, rules and regulations of the State of New York are incorporated by reference in this Contract, take special note of the provisions of the Labor Law and Industrial Code Rule 23 relative to the safety of workers and of persons lawfully occupying or using the premises. Address inquiries regarding labor law provisions to the New York State Department of Labor.

10.3. Anti-Discrimination Clause: Discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status is prohibited.

11. OPENING OF BIDS

Bids will be opened as announced in the Advertisement for Bids.

12. DETERMINATION OF CONTRACTOR'S RESPONSIBILITY

12.1. The State Public Buildings Law requires that contracts for public work in the State of New York be awarded to the lowest responsible and reliable bidders as will best promote the public interest.

12.2. Each apparent low bidder, and each proposed subcontractor (for subcontract work of $100,000 or more) will be required to submit form CCA-2 - ***New York State Vendor Responsibility Questionnaire For Profit Construction*** prior to contract award or subcontractor approval. OGS reserves the right to request CCA-2 forms from proposed subcontractors for work of less than $100,000 if it is determined to be in the best interest of the State. Submission of these forms will assist the State in determining the responsibility and reliability of the vendor.

OGS recommends that vendors file the required CCA-2 form online via the New York State VendRep System. Use of this system requires that the vendor have a New York State Vendor Identification Number (Vendor ID). Please note that the Vendor ID is not the Taxpayer ID number.

If bidders do not already have a Vendor ID, they are encouraged to obtain one ***in advance of*** the bid opening.

To obtain a Vendor ID, contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by e-mail at ITServiceDesk@osc.state.ny.us.

To enroll in and use the VendRep System, see the **VendRep System** page at:

http://www.osc.state.ny.us./vendrep/info_vrsystem.htm

If you already have a User ID and password, go directly to the VendRep System online at:

https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire For direct VendRep System user assistance, contact the OSC Help Desk; the help desk phone numbers and e-mail address are shown above.

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may telephone the OSC Help Desk.

12.3. After the bids are opened, the apparent low bidder shall complete and file the CCA-2 within 5 days. Vendors using the online system may certify (or recertify) and file the CCA-2 electronically via the VendRep System https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire

12.4. It is recommended that all bidders become familiar in advance with all of the requirements of the CCA-2. As mentioned in 12.2, bidders who do not have a Vendor ID are encouraged to obtain one in advance of the bid opening.

12.5. All bidders must submit a completed form DCA-3 - ***Offerer Disclosure of Prior Non-Responsibility Determinations*** along with their Bid Form.

12.6. The determination of responsibility will include a review to ensure the Contractor has not knowingly and willfully violated the provisions of the Procurement Lobby Law or New York State Finance Law §139-j and §139-k.

12.7. New York State Finance Law §139-k (2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, a Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

12.8. As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary time frame.

13. AWARD OF CONTRACT

13.1. The Contract may be awarded to the lowest responsible and reliable bidder as will best promote the public interest.

13.2. If alternates are included in the bidding documents, the State reserves the right to accept or reject any or all alternates. The State shall determine the lowest bid by adding to or deducting, from the Base Bid Amount of the bidders, the additive or deductive alternates, if any, that the State elects to accept after the opening of the bids. Alternates will be accepted in the order they are set forth in the contract documents.

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

13.4. A bidder may withdraw its bid if no award is made within forty-five (45) days after the receipt of bids. A written notice must be submitted via certified or registered mail to the address in Paragraph 6.2.2 of these Instructions to Bidders prior to approval of the contract by OSC. The notice must clearly state that the withdrawal is based on the fact that the contract was not awarded within 45 days after the receipt of bids.

13.5. Pursuant to Public Buildings Law § 8(6), effective January 11, 2020, for any projects where the project design commenced on or after January 1, 2020 and for any contracts over $5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise ("MWBE") that submits a bid within ten percent of the lowest bid will be deemed the apparent low bidder provided that the MWBE bid is $1,680,923 or less, adjusted annually for inflation as of March 1, 2025. If more than one responsible or reliable NYS-certified MWBE firm meets these requirements, the MWBE firm with the lowest bid will be deemed the apparent low bidder. Refer to the Advertisement for Bids for applicability of projects subject to this criteria.

14. MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

14.1. Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of NYS-certified Minority- and Women-owned Business Enterprises and the employment of minority group members and women in the performance of OGS contracts.

14.2. Information on the availability of subcontractors and suppliers for this project may be accessed by first using the following website link:

https://online.ogs.ny.gov/dnc/contractorConsultant/esb/esbplansavailableindex.asp

From this web page, first click on the project number link, then on Interested Subcontractors and Suppliers, and follow the prompts. A list of all interested vendors will be provided with their contact information, MWBE and SDVOB status', and construction specialties.

14.3. Other information on MWBEs, including a directory of MWBE's, is available from:

NYS Empire State Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, NY 12245
Telephone: (518) 292-5252
Website: https://esd.ny.gov/doing-business-ny/mwbe

15. SURETY BOND

If required, the Contractor shall furnish Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the total Contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this contract. These bonds are to be executed on the State Comptroller's form and the surety company must be licensed in the State of New York, have a Best Rating of A- or better and appear on the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular *570*) at the time of filing the bonds.

16. VENDOR PROTEST POLICY

It is the policy of OGS to provide all vendors, prospective bidders, bidders, suppliers and contractors with an opportunity to resolve complaints or inquiries related to bid solicitations, contract awards, or other associated contract award actions. OGS encourages vendors to seek resolution of complaints related to bid solicitations, contract awards, or other associated actions through consultation with the agency designated contact(s). All such complaints will be given impartial and timely consideration. Vendors may also file formal written protests. A copy of the Design and Construction Vendor Protest Policy and Procedures may be obtained by contacting the designated contact or by visiting the OGS website at:

https://ogs.ny.gov/design-construction/vendor-protest-policy-procedures

17. POLICY ON TIED BIDS

A tie-bid is defined as an instance where bids are received from two or more bidders who are the apparent low responsive and reliable bidders with identical offers, or who are MWBEs with identical offers with bids of $1,680,923 or less and whose bids are within ten percent of the lowest bid. A tie-bid does not exist when an apparent low bidder has an identical offer to an MWBE, as the MWBE is deemed the apparent low bidder pursuant to Public Buildings Law § 8(6). It is the policy of OGS to settle the outcome of tie-bids by either drawing a name from a hat or flipping a coin within 24 hours of the bid opening. All affected firms will be notified of the tie and the time and place of the resolution of the tie, and shall be invited to witness the outcome. Attendance is not mandatory. The drawing/flip will be held at OGS, Contract Awards Unit, 35th Floor, Corning Tower, Albany, New York. Two impartial witnesses will be provided and shall be present. All attendees will acknowledge the results of the tie-breaker on the bid tabulation sheet. All firms affected by the tied bids will be notified of the results. The results pursuant to this provision shall be considered final.

18. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts provide proof that they have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of the vendor's bid or renewal.

18.1. Proof of Compliance with Workers' Compensation Coverage Requirements: In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall: (1) obtain such coverage from an insurance carrier; or (2) be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan; or (3) be legally exempt from obtaining Workers' Compensation insurance coverage.

An ACORD 25 form is **NOT** acceptable as proof of workers' compensation coverage.

A Contractor seeking to enter into a contract with the State of New York **MUST** provide **ONE** of the following forms to OGS upon request, prior to award:

18.1.1. CE-200, ***Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage***, which is available on the Workers' Compensation Board's website, www.wcb.ny.gov, under the heading "Forms"; **OR**

18.1.2. C-105.2 – ***Certificate of Workers' Compensation Insurance*** (the contractor's insurance carrier will send this form to OGS upon request); contractors insured through the New York State Insurance Fund should use their version of the form, the U-26.3; **OR**

18.1.3. SI-12 – ***Certificate of Workers Compensation Self-Insurance*** (the contractor should call the Workers' Compensation Board's Self-Insurance Office at 518 402-0247), **OR** GSI-105.2 – ***Certificate of Participation in Workers' Compensation Group Self-Insurance*** (the contractor's Group Self-Insurance Administrator will send this form to OGS upon request).

18.2. Proof of Compliance with Disability Benefits Coverage Requirements: In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall: (1) obtain such coverage from an insurance carrier; or (2) be a Board-approved self-insured employer; or (3) be legally exempt from obtaining disability benefits coverage.

An ACORD 25 form is NOT acceptable as proof of disability benefits coverage.

A Contractor seeking to enter into a contract with the State of New York **MUST** provide **ONE** of the following forms to OGS upon request, prior to award:

18.2.1. CE-200 – ***Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage,*** which is available on the Workers' Compensation Board's website, www.wcb.ny.gov, under the heading "Forms"; **OR**

18.2.2. DB-120.1 – ***Certificate of Disability Benefits Insurance*** (the contractor's insurance agent, broker or carrier will send this form to OGS upon request); **OR**

18.2.3. DB-155 – ***Certificate of Disability Benefits Self Insurance*** (the contractor should call the Workers' Compensation Board's Self-Insurance Office at 518 402-0247).

18.3. All of the above-referenced forms, except the CE-200, SI-12 and DB-155, must show the following as the Entity Requesting Proof of Coverage (entity being listed as the Certificate Holder):

NYS Office of General Services – Design & Construction Group
Division of Contract Management
35th Floor, Corning Tower, GNARESP
Albany, NY 12242

19. ELECTRONIC CONTRACTOR PAYMENTS (ECP)

The ECP Program is initiated with an Electronic Contractor Payments (ECP) Certification Form that is forwarded to the contractor with the project agreement and bond forms. This form must be completed, executed and returned with the executed Contract agreement in order for the contractor to participate in the ECP program. The executed ECP Certification Form will remain on file. Note that the certification will apply to this contract and to future ECP-eligible contracts.

19.1. Upon final approval of the contract, an e-mail will be sent to the contractor's designated e-mail address with a hyperlink that will enable the firm to register, using a temporary password, on the OGS Design & Construction Vendor Interface. The temporary password will be sent to the contractor in letter form that is mailed on the same day.

19.2. The OGS Vendor Interface website will provide the ability to view contract information, submit the detailed estimate and payments requests electronically, and communicate with OGS Design & Construction.

20. IRAN DIVESTMENT ACT

20.1 By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at

http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

20.3 OGS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a

responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

21. NOT USED

END OF DOCUMENT

DOCUMENT 002218

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - PRE-BID SITE VISIT

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

2. VISIT TO THE SITE

Change 2.1 to Read:

2.1 Prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area only during the pre-bid site visit. Prospective bidders are urged to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Parking restrictions and security provisions will apply and vehicles will be subject to search. The date, time, location of the pre-bid site visit, and the phone number are included in the Advertisement for Bids.

Bidders are strongly encouraged to visit the project site to assess the following project conditions or quality standards: Existing conditions as they relate to the work.

Phone a minimum of 72 hours in advance of the pre-bid site visit with the names of those who will attend.

All participants shall comply with facility rules and regulations.

Participants will not be allowed to deviate from the group walk-thru and must stay with the group for the duration of the visit. All participants will adhere to the direction given by the Director's Representative at all times during the visit.

Participants shall not wear any green and/or hooded clothing in Correctional Facilities. Any participant doing so will be denied entry to the facility.

Individuals shall not attend the site visit if they are feeling ill.

END OF DOCUMENT

DOCUMENT 002219

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - QUALIFICATIONS OF BIDDERS AND MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following Articles:

22. QUALIFICATIONS OF BIDDERS

22.1 The Contracting Officer or their representative will schedule a pre-award meeting to consider the bid responsiveness of the bid submitted by the apparent low bidder within fourteen (14) calendar days of the bid opening. Bidders will be notified of the time and place of the meeting. On a case by case basis, the State will examine and evaluate the bid as responsive by considering the contractors understanding of: the overall project scope, estimated cost, utilization of proposed sub-contractors, expertise, workmanship and past performance in completing similar contracts.

22.2 The Contracting Officer or their respective representative will conduct an investigation to determine the responsibility of any Bidder, including the ability of any Bidder to perform the Work. Bidders shall furnish to the Officer all information and data requested, including complete financial data, within the time and in the form and manner requested. The Contracting Officer reserves the right to reject any bid if the evidence required by the Officer is not submitted as requested, or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Contracting Officer that the Bidder is responsible, or is able and qualified to carry out the obligations of the Contract, or to complete the Work as indicated in the Contract Documents, or able to reasonably perform the Work for the Bid Amount.

22.3 The criteria contained in Executive Order No. 170.1 Uniform Guidelines for Determining the Responsibility of Bidders will be applied in the evaluation of Bidders. Special criteria that will be considered in establishing the responsibility of the Bidders shall include, but not be limited to established experience in performing the Work required by the Contract Documents. Experience will be viewed from comparable projects as well as experience and knowledge of construction by the firm's personnel.

23. MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS

23.1 The apparent low bidder must submit the required pre-award submittal package outlined below to the Regional Supervisor within seven (7) calendar days after the bids are opened.

Regional Supervisor Name: Edward Fischer
Address: Hughes State Office Building, 333 East Washington Street, Syracuse, NY 13202
Phone: 315-428-4419
Email: Region6preawardsubmittals@ogs.ny.gov

Submissions must be emailed and must include the Project Number of this contract in the Subject Line of the Pre-Award submission email (i.e. OGS PN 12345-C: Pre-Award Submission).

Pre-award Submittal Package:

1. References and Experience:
   a. List of all past contracts with OGS. Include OGS Project Number and date.
   b. Provide three (3) references (Name, Title, and Phone Number) associated with three (3) different projects (OGS, public, or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two major suppliers used for each of these three (3) projects.

      Provide a copy of recent past experience as required under the filing of the NYS Vendor Responsibility Questionnaire (CCA-2 document) with the Office of the State Comptroller. Provide only Attachment A: Completed Construction Contracts and Attachment B: Uncompleted Construction Contracts. For additional information, see:

      http://www.osc.state.ny.us/vendrep/form_cca2.htm

2. Workforce and Work Plan – Provide a detailed written Work Plan which shall demonstrate the contractor's understanding of overall project scope and shall include, but not be limited, to the following:
   a. Sequential listing of specific project activities required to successfully complete the Work of the contract.
      1. Include Critical Milestones.
      2. Include phasing of the Work, if required.
      3. Include listing of long lead items.
      4. Impact of weather and restricted work period(s).
      5. Include a list of site-/project-specific safety hazards, and how such hazards will be considered in performance of the Work.
   b. Résumés for Contractor's proposed supervisory staff, including qualifications for specialized expertise or any certification(s) required to perform the Work.
   c. Schedule Preparer qualifications when required by specification 013200.
   d. Submittal Coordinator qualifications when required by specification 013300.
   e. Names of proposed major sub-contractors (more than 15% of the bid amount or where critical systems of work are identified in the contract) and a listing of the related trade of work and value.
   f. Any special coordination requirements with other trades.
   g. Any special storage and staging requirements for construction materials.

3. Detailed Cost Estimate:
   a. A copy of a Detailed Cost Estimate outlined in CSI format.

4. Provide information for any other special requirements at the request of the Director's Representative.

23.2 When requested by the Contracting Officer or their representative, Bidders shall, within the time specified by the Officer, submit to the Officer the names of the Subcontractors the Bidder proposes to use on the project. The Contracting Officer reserves the right to disapprove the use of any proposed Subcontractor. In such an event the Bidder shall submit the name of another Subcontractor in like manner within the time specified by the Officer. The Bidder shall have and will make no claim for compensation if the Contracting Officer disapproves any proposed Subcontractor. The Contracting Officer reserves the right to reject any bid if the names of proposed Subcontractors, or additional subcontract information, are not submitted as required.

END OF DOCUMENT

DOCUMENT 003126

EXISTING HAZARDOUS MATERIAL INFORMATION

1.01 ASBESTOS SURVEY REPORT

Samples listed in the report were collected at the Project Site and tested for Asbestos Containing Materials (ACM). The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. In order to determine the Asbestos content, samples were analyzed by polarized light microscopy (PLM) and/or transmission electron microscopy (TEM). The report is intended for the State design and estimate purposes only, and is included to provide bidders with that same information available to the State. The Bulk Samples are representative of Homogeneous Area (HA) and is defined as a suspect material of similar age, appearance, function and texture. All field information was organized in accordance with 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA). See the Renovation Survey for Asbestos-Containing Materials, Lead-Based Paint, & PCB's report included in the Appendix for type, condition, location and approximate quantity of ACM.

1.02 LEAD SURVEY REPORT

Samples listed in the report were collected at the Project Site and tested for Lead content. The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. In order to determine the lead content the Atomic Absorption method or a XRF Analyzer was used. This report is intended for State design and estimate purposes only, and is included to provide bidders with the same information available to the State. The samples are representative of like materials in the Work area. All lead containing materials may not have been sampled. See the Renovation Survey for Asbestos-Containing Materials, Lead-Based Paint, & PCB's report included in the Appendix for details.

1.05 PCB SAMPLING REPORT

Samples listed in the report were collected at the Project Site and tested for PCBs. The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. Bulk, wipe or air sampling was used in determining the PCB content. This report is intended for State design and estimate purposes only, and is included to provide bidders with the same information available to the State. All PCB containing materials may not have been sampled. See the Renovation Survey for Asbestos-Containing Materials, Lead-Based Paint, & PCB's report included in the Appendix for details.

END OF DOCUMENT

DETACH AND USE THIS FORM

BID FORM FOR: Q2020-E

ELECTRICAL WORK
REPLACE ROOF, MESS HALL, BUILDING 5
FIVE POINTS CORRECTIONAL FACILITY
6600 STATE ROUTE 96
ROMULUS, NY

State of New York
Office of General Services
Design and Construction Group
Division of Contract Management
35th Floor, Corning Tower
The Gov. Nelson A. Rockefeller
Empire State Plaza
Albany, NY 12242

THIS IS A 4 PAGE BID FORM. ALL PAGES MUST BE COMPLETED.

THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS) IN THE AMOUNT STATED IN THE ADVERTISEMENT FOR BIDS.

The Undersigned agrees to complete the Work within the time stated in Section 011000 of the Specifications.

The Undersigned acknowledges his/her understanding of the social policy concerning minority and women business participation in the State building construction program, and pledges to cooperate with the State in the implementation of this policy, and further pledges to exert good faith efforts to achieve participation of minority and female employees.

The Undersigned certifies, as to each of the occupations listed in the Prevailing Rate Schedule applicable to this Project, the ability and willingness to exert good faith efforts to achieve the goal for minority and women workforce participation as set forth in the Supplementary Conditions.

The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goals for Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Businesses participation as set forth in the Supplementary Conditions.

The Undersigned declares that the Bidding and Contract Documents have been carefully examined and that all things necessary for the completion of the Work shall be provided.

The Undersigned agrees that the bid security shall be subject to forfeiture if this bid is accepted by the State and he/she does not submit executed copies of the Agreement WITHIN TEN (10) DAYS OF RECEIPT OF A WRITTEN REQUEST TO PROVIDE SUCH AGREEMENT. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not 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;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(4) This contract shall not cause or result in a violation of Section 74(3)(e) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the State with any business entity in which he/she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his/her official duties."

Federal Employer I.D. No. _____

(5) The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS's procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at https://ogs.ny.gov/acpl.

(6) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (NYS Iran Divestment Act of 2012). The list can be viewed at the following link:

https://ogs.ny.gov/iran-divestment-act-2012

(7) Will New York State Businesses be used in the performance of this contract (refer to Document 007324)?

Yes ☐ No ☐

(8) The New York State Human Rights Law (Human Rights Law), Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

(9) In accordance with State Finance Law § 139-l, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

(10) In accordance with State Finance Law § 139-m, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

Federal Employer I.D. No. _____

(11) In accordance with Section 165(5) of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland Yes ☐ No ☐ and if yes:

2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

Yes ☐ No ☐

(12) Certification Under Executive Order No. 16 - Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here: https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or which the commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

(13) In accordance with New York State Labor Law Section 220-i, the bidder certifies that it is registered with the New York State Department of Labor (NYSDOL) for public work projects. By submission of this bid and providing the registration number in the space indicated on this bid form, the bidder affirms that its registration is current and valid as of the date of bid submission.

Addenda to the Contract Documents are available at:
https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp
The Undersigned acknowledges receipt and review of all Addenda to the Contract Documents on the above website, listed by number in the space below:

_____

The Undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the following amount:

BID AMOUNT

1.	All Work except Allowance(s)	$ _____.00
2.	Allowance(s) (As described in Section 012100)	$ 5,360.00
	Total Bid Amount (Sum of 1. & 2.)	$ _____.00

FEDERAL EMPLOYER I.D. NO. _____

NYSDOL CONTRACTOR REGISTRATION NO. (per NYS LABOR LAW 220-i) _____

Is your firm a NYS-Certified Minority and Women-Owned Business Enterprise (MWBE)? Yes ☐ No ☐

MWBE CERTIFICATION FILE NO. _____

SIGN BID HERE _____
Authorized Signature

PRINT NAME OF SIGNER _____

TITLE OF SIGNER _____

OFFICIAL COMPANY NAME _____

MAILING ADDRESS _____
Street

_____
City State Zip

TELEPHONE NO. _____ FAX NO. _____
Area Code Area Code

E-MAIL ADDRESS _____

*****

Federal Employer I.D. No. _____

FORM OF BID BOND - BID SECURITY
STATE OF NEW YORK
OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION

Sub. 3, Sec. 8 - Public Buildings Law

BE IT KNOWN, That _____

_____
(Name of Contractor)

_____
(Address)

(hereinafter called the "Principal") and _____ a corporation created and existing under the Laws of the State of _____ having its principal office in the City of _____ duly licensed as an insurance company in the State of New York, (hereinafter called the "Surety"), are held and firmly bound unto The People of the State of New York (hereinafter called the "State"), in the full and just sum of $6,400 good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made, and done, the Principal binds themselves (himself, herself, itself), their (his, hers, its) heirs, executors and administrators, successors and assigns, and the Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the Principal has submitted to the Office of General Services of the State of New York a proposal for Electrical Work, Replace Roof, Mess Hall, Building 5, Five Points Correctional Facility, 6600 State Route 96, Romulus, NY

AND

WHEREAS, the Principal intends to file this bond to guarantee that the Principal will execute a contract and furnish performance and labor and material bonds required by the terms of the Principal's proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the Principal shall promptly submit an executed agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal fails to promptly submit an executed agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then the Surety itself, its successors and assigns, jointly and severally, shall pay the whole sum of money previously set forth in this document to the State.

IN TESTIMONY WHEREOF, the Principal has hereunto set their (his, hers, its) hand and seal and the Surety has caused this instrument to be signed by its Attorney-in-fact, _____ and its corporate seal to be hereunto affixed.

Signed, sealed and delivered in the presence of:

(Corporate seal
of Principal if a corporation)

_____ (L.S.)

_____ (L.S.)

Principal

_____ Company

(Corporate seal of Surety Co.) _____

_____

Attorney-in-fact

Witness _____

Name

_____

Name

(Acknowledgment by principal, unless it be a corporation)

STATE OF NEW YORK
SS.:
COUNTY OF _____

On this _____ day of _____20_____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

_____
Notary Public County

(Acknowledgment by principal, if a corporation)

STATE OF NEW YORK
SS.:
COUNTY OF _____

On this _____ day of _____20_____, 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 _____ of the _____; the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public County

(Acknowledgment by Surety Company)

STATE OF NEW YORK
SS.:
COUNTY OF _____

On this _____ day of _____ 20_____, 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 _____ of the _____; the corporation described in and which executed the within 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 order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

_____
Notary Public County

Empire State Development

NEW YORK STATE'S SURETY BOND

Assistance Program Helps Small Business Contractors Secure Surety Bonding

What is the NYS Surety Bond Assistance Program?

The NYS Surety Bond Assistance Program (NYSBAP) provides technical and financial assistance to help contractors secure surety bonding. Contractors may be eligible to receive a guarantee of up to 30% to secure a surety bond line, bid bond or a performance and payment bond on state projects.

How does the NYS Surety Bond Assistance Program work?

To apply for financial assistance, small business contractors should review eligibility requirements and fill out a pre-application assessment available at the Empire State Development (ESD) website.

If the assessment indicates you are eligible to submit an application, proceed with the Application and submit the required forms.

Guarantees of up to 30% on a bond line or individual contract bid bonds and payment/performance bonds are available from Empire State Development. Being eligible for this program does not automatically ensure bonding. Approval is based on both underwriting by a surety company and ESD's credit assessment. Participating surety companies will make a credit determination in accordance with their internal underwriting standards.

Small businesses can also enroll to receive training and technical support on how to become bond-ready by using the Contact Information below. The classroom training is held throughout New York State.

Who is eligible?

- Applicant must be a NYS small business or MWBE with at least two years of business operation.
- Maximum bond line or project size is $2 million
- Minimum average gross revenue of $400,000 in the last two fiscal or calendar years and maximum gross revenue not to exceed $5 million in the most recent calendar or fiscal year.
- Minimum credit score of 600.
- Previous experience completing similar work to the contract opportunity being pursued.

Find Out More

If interested in training or financial support, please visit ESD's website:
http://esd.ny.gov/BusinessPrograms/BondingAssistance.html

For additional inquiries, please contact:
Ms. Huey-Min Chuang
Senior Director of Business & Economic Development
212-803-3238
BAP@esd.ny.gov

Offerer Disclosure of Prior Non-Responsibility Determinations

See instructions on next page before completing this form.

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

_____

Address: _____

_____

Name and Title of Person Submitting this Form: _____

_____

Contract Procurement Number: _____ Date: _____

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

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

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

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

By: _____ Date: _____

Signature

Instructions for Completing the DCA-3

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

OGS Design and Construction includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to the OGS Design and Construction unit conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over $15,000. This document must also accompany each Emergency Contract Bid Form.

STATE OF NEW YORK - EXECUTIVE DEPARTMENT

OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION GROUP

DOCUMENT 007213
GENERAL CONDITIONS
AUGUST 2010 EDITION

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STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS - APPENDIX A 20

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(Appendix A revised 06/2023)
(Articles 5, 10 and 21 revised in 01/2011)
(Article 23 corrected in 02/2017)

ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Agreement, the Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications, Addenda issued prior to the receipt of bids and all subsequent modifications and changes issued pursuant to the General Conditions.

1.1.1 The Performance and Payment Bonds are not a part of Single Trade Contract less than two hundred thousand dollars.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral including the bidding documents.

1.3 The Contract may not be modified except in accordance with the General Conditions.

1.4 The project is designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Contractor deviate from the contract documents except as provided for in the contract. The Contractor shall notify the State of any deviations or conflicts observed that may violate the Building Codes.

ARTICLE 2 - DEFINITIONS

2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.

2.2 The term “Agency” means the officer, board, department, commission, authority, fund or public benefit corporation executing the Agreement.

2.3 The term “Commissioner” means the Commissioner of General Services.

2.4 The term “Comptroller” means the Comptroller of the State of New York.

2.5 The term “Contracting Officer” means the Director of Contract Administration of the Design and Construction Group of the Office of General Services or his representative designated in writing.

2.6 The term “Contractor” means the person, firm or corporation executing the Agreement or the successor or assignee of the Contractor approved in writing by the Contracting Officer. If the text requires, the term includes the person, firm or corporation executing any Agreement in furtherance of the Project or the successors or assigns approved in writing by the Contracting Officer.

2.7 The term “days” means calendar days.

2.8 The term “Director” means the Director of Construction of the Design and Construction Group of the Office of General Services who will have general direction and supervision of the Work.

2.9 The term “Director’s Representative” means the employee or agent of the Design and Construction Group designated in writing by the Director as such. Under the general supervision of the Director, the Director’s Representative shall have complete charge of the Work and shall exercise full supervision and direction of the Work. Where the Contract Documents specifically designate a person to perform a function or duty, that person shall be the Director’s Representative but only for the performance of that function or duty. Where the word “directed” appears in the Contract Documents, the words “by the Director’s Representative” shall be deemed inserted thereafter in each case except where it is obviously inappropriate in context.

2.10 The term “Group Director” means the Deputy Commissioner for Design and Construction, Office of General Services.

2.11 The term “liquidated damages” means the amount of money to be assessed against the Contractor for delay in physical completion of the Work.

2.12 The term “physical completion” means the date upon which the Director’s Representative certifies that all deficiencies noted on the Final Inspection List have been corrected and is evidenced by issuance of the Physical Completion Report.

2.13 The term “premises” means all land, buildings, structures and all other things of any kind located on or adjacent to the Site and owned, occupied or otherwise used by the State.

2.14 The term “product data” means manufacturer’s catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.

2.15 The term “Project” means Work at the same Site carried out pursuant to one or more sets of Contract Documents.

2.16 The term “provide” means furnish and install complete, in place and ready for operation and use.

2.17 The term “sample” means physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard which the Contractor is required to meet and to show the quality, type, range of color, finish, and texture of the material intended to be furnished for the Work.

2.18 The term “shop drawing” means an original drawing prepared by a Contractor, subcontractor, supplier or distributor which illustrates some portion of the Work showing fabrication, layout, fitting or erection details.

2.19 The term “Site” means the area within the contract limit, as indicated by the Contract Documents, including all land, buildings, structures and other things located within those limits.

2.20 The term “State” means the State of New York.

2.21 The term “substantial completion” means that the Work or major milestones there of as contemplated by the terms of this contract are sufficiently complete so that the Work can be used for the purpose for which it is intended.

2.22 The term “Work” means all that which is required of the Contractor by the Contract Documents including labor, materials, tools and equipment.

2.23 The term “Offerer” shall mean the individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.

ARTICLE 3 - INTERPRETATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.

3.2 Upon the Contractor’s written request, the Director’s Representative may issue written interpretation or drawings necessary for the proper execution or progress of the Work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.

3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 In the event of conflicting provisions in the Contract Documents, the drawings will take precedence over the specifications.

3.6 In the event of conflicting provisions within the drawings, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive. On all drawings, figures take precedence over scaled dimensions.

3.7 In the event of conflicting provisions within the specifications, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive.

3.8 If during the performance of the work, the Contractor identifies a conflict in the Contract Documents; the Contractor shall promptly notify the Director’s Representative in writing of the conflict and advise as to the course of action the Contractor proposes to follow. The Director’s Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

ARTICLE 4 - SUBMITTALS

4.1 The Contractor and the Director shall adhere to the submittal and scheduling requirements specified in Division 01 - General Requirements.

4.2 The Contractor shall approve all submittals before submitting them. By such approval, the Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data and that it has checked and coordinated shop drawings, product data and samples with the requirements of the Contract Documents and that it has verified the completeness, correctness, and accuracy of the submittal.

4.3 The Director’s approval of shop drawings, product data and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director of any anticipated deviation utilizing the required deviation request form,

(available at the OGS D&C website),at the time of submission. Written approval of the specific deviations as outlined on the request form shall be required. The Director's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.

4.4 Portions of the Work requiring shop drawings, product data, quality assurance information, or sample submittals shall not be commenced until the appropriate submittals have been approved by the Director.

4.5 The Contractor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Contractor's operations and proposed operations upon the Project all in accordance with Division 01 - General Requirements.

4.6 During the term of this Project, the Director may require any Contractor to modify any schedules which it has submitted either before or after they are approved so that the Work of any contract in furtherance of the Project may be properly progressed and so that changes in the Work or the work of related contracts is properly reflected in the schedules.

4.7 Where indicated under the specific submittal requirements of the specifications, a re-evaluation fee of $250.00 will be assessed against the Contractor for each re-evaluation required of any submittal package that is deemed incomplete, or lacking appropriate content or required format as required by the individual specification section.

ARTICLE 5 - MATERIALS AND LABOR

5.1 All materials, equipment and articles used permanently in the Work which become the property of the State shall be new unless specifically stated otherwise.

5.2 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials unless the materials containing the asbestos have been previously approved for use by the State. If asbestos is found in installed products not previously approved by the State, then it will be the responsibility of the contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the State of New York in compliance with the requirements of the contract.

5.3 Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name and catalog or model number or name, the intent is not to limit competition but to establish a standard of quality which the Director has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents which is approved by the Director and which meets the requirements of the Contract Documents providing the Contractor gives timely notice of the Contractor's intent in accordance with the submittal and scheduling requirements of Division 01 - General Requirements.

5.4 The Contractor shall have the burden of proving at the Contractor's own cost and expense, to the satisfaction of the Director, that the proposed product is equal to the named product. The Director may establish criteria for product approval. The Director shall determine with absolute discretion whether a proposed product is to be approved.

5.5 If the Contractor fails to comply with the provisions of this Article, or if the Director determines that the proposed product is not equal to that named, the Contractor shall supply the product named.

5.6 The Contractor shall have and make no claim for the extension of time or for damages because the Director requires a reasonable period of time to consider a product proposed by the Contractor or because the Director disapproves such a product.

5.7 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent Work, whether the contingent Work be the Work of its contract or the Work of other Contractor's, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.

5.8 Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

6.1 The Contractor shall designate in writing competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All Direction given to the Contractor's Representatives shall be as binding as if given to the Contractor. A Superintendent or Project Manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts valued up to $500,000 the contractor shall provide a supervisor for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work.

6.1.2 For contracts valued from $500,000 to $2,000,000 the Contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct and schedule the Work, shall attend all project meetings, shall coordinate the Work of subcontractors, and make purchase and cost decisions on behalf of the Contractor.

6.1.3 For contracts valued from $2,000,001 to $5,000,000 the contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Contractor shall also provide a Project Manager who shall attend project meetings, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. The Contractor shall provide required information to the Director's Representative for the Project Schedule.

6.1.4 For contracts valued from $5,000,001 to $10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations.

6.1.5 For contracts valued for more than $10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.

6.2 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.3 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and Minority/Women Owned Business Enterprises Status. Each request for approval of a subcontractor whose subcontract will be valued at $10,000.00 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.4 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.5 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

ARTICLE 7 - USE OF PREMISES

7.1 If the Premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform

the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.

7.2 Any request received by the Contractor from any source other than the Director or the Director's Representative to change the Work or its sequence shall be referred to the Director's Representative for determination.

7.3 The Contractor, its subcontractors and their employees shall not have access to or be admitted to any area of the Premises outside the Site except with the written permission of the Director's Representative.

ARTICLE 8 - PERMITS AND COMPLIANCE

8.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.

ARTICLE 9 - INSPECTION AND ACCEPTANCE

9.1 The Director's Representative will inspect and test the Work at reasonable times at the Site, unless the Director determines to make an inspection or test at a place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Director to reject the completed Work.

9.2 The Contractor shall, without charge, promptly correct any Work the Director's Representative finds does not conform to the Contract Documents unless in the public interest the Director consents to accept such Work with an appropriate adjustment on the Contract sum and/or to any terms and conditions of the Contract. The Contractor shall promptly remove rejected material from the Premises.

9.3 If the Contractor does not promptly correct rejected Work including the work of other sub-contractors destroyed or damaged by removal, replacement, or correction, the Director may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 13 of the General Conditions.

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

9.5 The Contractor shall keep the Director's Representative informed of the progress of the Contractor's Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Director's Representative shall be performed in such manner as not to unreasonably delay the Work.

9.5.1 The Contractor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.

9.5.2 The Contractor shall be back-charged with any cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection, or for deficient work that shall require re-testing.

9.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Contractor shall be compensated for the additional services involved in such examination and reconstruction by order on contract and, if completion of the Work has been delayed thereby, shall receive a suitable extension of time.

9.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents.

9.8 The Contractor shall remedy all defects, paying the cost of any damage to other work or property of the State resulting there from, which shall appear within a period of one year from the date of physical completion.

9.9 Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

9.9.1 Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

9.9.2 This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. Any change in schedule resulting from an order on contract will be issued in accordance with the provisions of Paragraphs 4.6 and 13.5 of these General Conditions.

10.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an order on contract signed by the Contracting Officer. The order on contract shall describe or enumerate the Work to be performed, state the amount (if any) to be added to or deducted from the Contract sum and state the time allowed (if any) for the performance of the changed work. If the extent or cost of the Work is not determinable until after the changed Work is performed, the order on contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the order on contract, the Contractor shall promptly indicate such disagreement in writing by certified mail directed to the Contracting Officer and shall promptly proceed in accordance with the order on contract. The Contractor's letter of disagreement shall identify by number the order on contract with which the Contractor is disagreeing, the elements with which the Contractor disagrees and a statement as to why there is a disagreement on each element. The letter of disagreement shall be accompanied by documentation of every material element of the Contractor's basis for disagreement. The Contracting Officer shall promptly review the Contractor's letter and supporting documentation and advise the Contractor in writing of any modifications to the order on contract or of the confirmation of the order on contract as issued. The Contracting Officer may, in the exercise of discretion, conduct informal discussions or meetings with the Contractor and/or State Officials, employees or agents prior to rendering a decision.

10.3 If the Contractor is required to perform Work for which the Contractor believes it is entitled to an order on contract, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Contractor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Contractor shall maintain complete cost records including but not limited to time and payroll records, material invoices and delivery tickets, equipment rental and purchase invoices for itself and all subcontractors, suppliers and material-men when the Contractor performs work which the Contractor believes is extra or additional work. Failure to maintain such records shall waive any right to extra and additional costs beyond those costs supported by actual cost records.

10.4 The Contracting Officer shall determine the value of any order on contract by one or more of the methods provided in Division 01 - General Requirements.

10.5 Irrespective of the method used or to be used by the State in determining the value of a change order, the Contractor shall after receipt of a request, promptly submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 30 days from the date of a "request for proposal" from the Director's Representative. Should the contractor fail to respond or submit the required cost proposal within the 30 day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond or provide an acceptable proposal; waives any claim or rights to any extra and or additional costs as determined by the Contracting Officer.

10.6 Unless otherwise specifically provided for in a change order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

10.7 No order on contract which creates a liability on the State shall be binding unless approved by the Office of the State Comptroller.

ARTICLE 11 - SITE CONDITIONS

11.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided by the State or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Director before any such condition is disturbed. The Director shall promptly investigate and, if it is determined that the conditions substantially differ from those which should have been reasonably anticipated, shall make such changes in the Drawings and Specifications as may be required. If necessary, the Contract sum and completion date shall be adjusted, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

ARTICLE 12 - SUSPENSION OF WORK

12.1 The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director may determine.

12.2 Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

12.3 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article for a period or periods not exceeding thirty days in total shall not increase the cost of performance of the Work of this Contract other than costs directly related to demobilization and remobilization for the Work, temporary services costs, equipment rental which cannot be practically suspended and temporary protection measures which are unusual but necessary.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.1 All time limits stated in the Contract are of the essence of the Contract.

13.2 Termination for Cause.

13.2.1 If in the judgment of the Group Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or is failing to complete the Work within the time provided by the Contract, the Group Director may terminate the Contract by written notice. In such event, the Group Director shall order the surety to complete the Work.

13.2.2 If it is determined after the award of the contract that there exists any cause of so serious or compelling a nature, including but not limited to, submission to a contracting agency of a false or misleading statement on a NYS Vendor Responsibility Questionnaire, or in some other form in connection with a bid for or award of this or any other contract or a request for approval of a subcontractor, that it raises questions about the present responsibility of a contractor or subcontractor, the Group Director may terminate the Contract by written notice. In such event, the Group Director may or may not in his sole discretion, order the surety to complete the Work.

13.2.3 The Director will notify the Contractor and Surety that the State is considering declaring the Contractor in default and will arrange a hearing with the Contractor and the Surety to discuss methods of performing and completing the contract work.

13.2.4 If the State formally declares the contractor in default the State will demand upon the Surety to complete any and all remaining work pursuant to the terms of the Contract and the Surety Takeover Guidelines incorporated as Appendix B. The Surety may undertake to perform and complete the work itself, through its agents or through independent contractors approved by the State. The State will agree to pay the balance of the Contract price to the Surety in accordance with the terms and conditions of the Contract or to the designee authorized in writing by the surety upon acceptance of the Surety's completion plan pursuant to Appendix B. incorporated herein.

13.2.5 The surety agrees to complete any investigation into the default of the Contractor and advise the Group Director as to its intended course of action within ten days of receipt of the written notice of default. That notice will detail the underlying reasons for the default and provide pertinent documentation including the surety takeover guidelines of the Contracting Officer. Any request by a surety for execution of a takeover agreement, shall be delivered to

the Contracting Officer for consideration, within the same ten day period. No changes in the terms and conditions of the Contract will be considered. All rights remedies and defenses of the parties are reserved and no rights, remedies or defenses of the parties are waived, by virtue of the surety's agreement to assume contract performance under the bond

13.2.6 The Surety may elect to forfeit the remaining penal sum of the Performance Bond within twenty days of notification of default by the State; with no additional penalties imposed, upon the execution of a release prepared by the State. The State will determine the value of the remaining Work based upon its investigation of the Work in place against payments previously authorized. As soon as practical the Surety will tender payment therefore to the State.

13.2.7 If the surety fails or refuses to complete the Work within twenty five days of the notification of the contractors default or if the Surety fails or refuses to complete the work within the time frames allotted by the State, the Group Director may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the State resulting from the failure or refusal to complete the Work in accordance with the Contract or the failure to complete the Work within the time provided by the Contract.

13.2.8 Should the Surety fail to commence the work the Group Director will notify the Surety that the State is considering declaring the Surety in default and will arrange a hearing with the Surety to discuss methods of performing and completing the contract work. It is the policy of the Office of General Services, Design and Construction Group to let a Contract for the remaining work after the 21st day of the demand upon the Surety to complete the Work pursuant to the terms and conditions of the Contract, and the Performance Bond filed with the Office of the State Comptroller.

13.3 The amount of Liquidated Damages shall be the product of $1,000.00 times the number of days of delay in physical completion of the work. Upon the assessment of such damages the State may withhold the sum of the damages contemplated from payments to avoid an overpayment to any firm where damages would apply.

13.3.1 If the Group Director terminates the Contract, damages shall consist of liquidated damages, if any, until the Work is physically completed, plus any increased costs occasioned the State in completing the Work.

13.3.2 If the Group Director does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the Work is physically completed.

13.4 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

13.4.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, and

13.4.2 The Contractor notifies the Director in writing of the causes of delay within ten days from when the Contractor knew or ought to have known of any such delay.

13.5 The Director will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Director's judgment, the findings of fact justify such an extension, and the Director's findings of fact shall be final and conclusive on the parties.

13.6 If after notice of termination of the Contract, it is determined for any reason the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

13.7 The rights and remedies of the State provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

13.8 The State, as defined in Article 2 of these General Conditions, reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the offerer in accordance with the written notification terms of the contract.

ARTICLE 14 - TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE STATE OF NEW YORK

14.1 The Group Director may terminate this Contract whenever the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The State shall pay the Contractor the sum of:

14.1.1 The costs actually incurred by the Contractor, subcontractors, and sub-subcontractors or their suppliers up to the effective date of such termination, and

14.1.2 The cost of settling and paying claims, provided the concurrence of the Contracting Officer is obtained prior to agreeing to any such settlement, arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under 14.1.1 above, and

14.1.3 An amount determined by adding to the amount of the costs under 14.1.1 above a sum equal to 20% (comprised of 10% overhead and 10% profit) thereof, provided, however, that if it appears that the Contractor would have sustained a documentable loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article to reflect the indicated rate of loss.

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

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

ARTICLE 15 - DISPUTES

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, bonuses or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

15.2 The Contractor must request such decision in writing by certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which are the basis of the dispute or disagreement. Such writing shall identify the nature of the dispute or disagreement; identify the person who rendered the decision or interpretation involved and the date of the decision or interpretation with which the Contractor disputes or disagrees, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute or disagreement; and identify the relief sought.

15.3 The Group Director may cause an investigation to be made of the circumstances involving the dispute or disagreement and may cause a fact-finding proceeding to be conducted before rendering the decision.

15.4 The Contractor agrees that the decision of the Group Director shall be final and conclusive. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

ARTICLE 16 - STATUTORY REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

16.1 Pursuant to Section 313 of Article 15-A of the Executive Law of the State of New York, the Director of the Division of Minority and Women's Business Development has promulgated rules and regulations (Parts 140 through 145 of Subtitle N of Title 9 New York Code of Rules and Regulations) (the "Regulations") for the purposes of ensuring that certified Minority and Women owned Business Enterprises shall be given the opportunity for meaningful participation in the performance of State contracts and to facilitate the award of a fair share of State contracts and subcontracts to such business enterprises.

16.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.

16.3 The Contractor agrees, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of

New York which relates to the resolution of disputes which may arise under this Article.

16.4 The Contractor agrees to include the provisions of Paragraphs 16.2 and 16.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.

16.5 The Regulations referred to in Paragraph 16.1 of these General Conditions require, among other things, that a bidder or proposer for a State contract submit a utilization plan which shall identify certified Minority or Women Owned Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.

16.5.1 Pursuant to the Regulations: (1) the Commissioner may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Commissioner may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and (5) the Commissioner may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Commissioner and taking into consideration all the criteria set forth in Section 313 of the Executive Law.

16.5.2 The Contractor is referred to the entirety of the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

ARTICLE 17 - COORDINATION OF SEPARATE CONTRACTS

17.1 The State may award other contracts which affect the Work of this Contract. In that event, the Contractor shall coordinate its Work with the work of other contractors in such manner as the State may direct. Each contractor shall control and coordinate the work of its subcontractors, if any. The State shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

17.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.

17.3 The Director's Representative shall issue appropriate directions and take such other measures to coordinate and progress the Work as may be reserved to the State in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take.

17.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent delays in the progress of any individual contractor's work. Accordingly, the State does not guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by the State and delays attendant upon any State-approved construction schedule.

17.5 The State shall not be liable for delays which occur by reason of any contractor's failure to comply with directions of the State or because of the neglect, failure or inability of any contractor to perform its work efficiently.

17.6 The Contractor shall defend, indemnify and hold the State harmless from any and all claims or judgments of damages and from costs and expenses to which the State may be subjected or which it may suffer or incur by reason of or based upon an allegation of the Contractor's failure to promptly comply with the directions of the Director's Representatives.

17.7 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the State for the performance of work upon the Site of work which may be necessary to

be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall have no claim against the State for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

17.8 Should any other contractor having or who shall hereafter have a contract with the State for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the State harmless from all such claims.

ARTICLE 17A - DELAYS

17A.1 For the purposes of this Contract, the term delay includes delay, disruption, interference, inefficiencies, impedance, hindrance and acceleration.

17A.2 The Contractor agrees to make claim only for additional costs as defined in Document 012200, section 1.01, paragraph H from causes listed below, attributable to delay in the performance of this contract, occasioned by any act or omission to act by the State or any of its representatives. The Contractor also agrees that delay from any other cause shall be compensated for solely by an extension of time to complete the performance of the work.

17A.2.1 The failure of the State to take reasonable measures to coordinate and progress the work.

17A.2.2 Extended delays attributable to the State in the review or issuance of orders on contract or field orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple orders on contract, which constitute a qualitative change to the project work and which have a verifiable impact on project costs.

17A.2.3 The unavailability of the site for such an extended period of time which the Director determines to significantly affect the scheduled completion of the contract.

17A.2.4 The issuance by the Director of a stop work order relative to a substantial portion of work for a period exceeding thirty days.

17A.3 The Contractor shall provide "notice of claim" of an anticipated claim for delay to the Contracting Officer by personal service or certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which form the basis of the claim. The Contracting Officer shall acknowledge receipt of the Contractor's notice, in writing, within five days. The Contractor agrees that the State shall have no liability for any damages which accrue more than fifteen days prior to the delivery or mailing of the required notice. The notice shall at a minimum provide a description of any operations that were, are being, or will be delayed, the date(s) and reasons for the delay, and, to the extent known, the information required by Paragraph 17A.6 of these General Conditions. In no case, shall oral notice to the Director's Representative or contracting officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. In no case, shall written notice to the Director's Representative or any other individual other that the Contracting Officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. The Contracting Officer is located at the following location:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

17A.4 Failure by the Contractor to adequately progress the completion of the work will be considered in determining the causes of delay. For any claim asserted under this Article, the Contractor shall keep detailed written records of the costs and shall make them available to the Contracting Officer at any time for the purposes of audit and review. Failure by the Contractor to provide the required written notice or to maintain and furnish records of the costs of such claims to the Contracting Officer shall constitute a waiver of the claim.

17A.5 The provisions of this Article apply only to claims for extra or additional costs attributable to delay and do not preclude determinations by the Director allowing reimbursement for additional costs for extra work pursuant to Article 10 of these General Conditions.

17A.6 REQUIRED CONTENT OF CLAIM SUBMISSION.

17A.6.1 As noted in Paragraph 17.A.3 of these General Conditions, all claims for delay shall be submitted in writing to the Contracting Officer and must be in sufficient detail to enable the Contracting Officer to ascertain the basis and the amount of each claim. The following information shall be provided by the Contractor upon request of the Contracting Officer if not previously supplied:

a. A description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.

b. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.

c. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are claimed to be adversely affected including the report and conclusions of all engineering and scheduling experts or other consultants, if any.

d. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

e. A copy of the approved project schedule and a copy of the "notice of claim" required for the specific claim by Paragraph 17A.3 of these General Conditions.

f. To the extent known, the name, function, and activity of each State official, employee or agent, involved in, or knowledgeable about facts that gave rise to such claim.

g. The name, function, and activity of each Contractor or subcontractor officer, or employee, involved in, or knowledgeable about facts that gave rise to such claim.

h. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.

i. The amount of additional compensation sought and a breakdown of that amount into the categories specified in Division 01 - General Requirements.

j. If an extension of time is also requested, the specific number of days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

17A.7 REQUIRED CERTIFICATION OF CLAIMS.

17A.7.1 When submitting any notice of claim or claim data, the Contractor must certify in writing and under oath:

a. That supporting data is accurate and complete to the Contractor's best knowledge and belief;

b. That the amount of the claim and the claim itself accurately reflects what the Contractor in good faith believes to be the State's liability.

17A.7.2 If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by a company official in charge of the Contractor's operations pertaining to this contract or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

17A.7.3 Failure to timely comply with any of the requirements of Article 17A for the submission of any claim for delay may constitute grounds for denial of such claim.

ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Contractor shall faithfully perform and complete all of the Work required by the Contract, and has full responsibility for the following risks:

18.1.1 Loss or damage, direct or indirect, to any property owned by the State or to the Work including the building or structure in which the Work is being performed, or any other construction in progress whether being performed by any other contractor or the State, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Director under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional cost.

18.1.2 Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.

18.2 The Contractor, however, shall not be responsible for damages resulting from faulty design or from willful acts of State officials or employees or from negligence resulting solely from acts or omissions of the State, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this Article.

18.3 The Contractor shall indemnify and save harmless the State, its employees and agents from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the State may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the State. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the State.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

19.1 Before commencing the Work and until the established Physical Completion date, all insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; and the Contractor shall furnish to the Contracting Officer a Certificate of

Insurance in a form satisfactory to the Contracting Officer showing that the Contractor has complied with this Article. Insurance shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Contracting Officer; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; and shall be endorsed to provide written notice be given to the Contracting Officer at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, any notice shall be addressed to:

Division of Contract Administration
Director
35th Floor, Corning Tower
Albany, New York 12242

19.1.1 The endorsement shall name The People of the State of New York, its officers, agents, employees and the assigned construction manager as additional insureds there under. This additional insured shall be primary and non-contributory. (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 and a copy of which shall be furnished along with the Certificate of Insurance.) The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract or field order.

19.1.2 The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required by the terms of this Contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.1.3 The Contractor shall be solely responsible for the payment of all deductibles and Self Insured Retentions.

19.1.4 Not less than thirty days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

19.2 The kinds and amount of insurance is as follows:

19.2.1 Workers' Compensation Insurance and Disability Benefits Law. A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the Contract, whether performed by the Contractor or by its subcontractor.

19.2.2 Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than $2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability resulting in Bodily Injury, Property Damage, Personal Injury or loss of use arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.2.3 Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

19.2.4 Builder's Risk: The Contractor shall be liable for any and all damages and losses to the Project prior to the State of New York's acceptance of the Project as fully completed except that the Contractor shall not be liable for:

19.2.4.1 Losses covered by the Builder's Risk property insurance provided by the State of New York; except that the Contractor shall be liable for the applicable deductible.

19.2.4.2 All policies shall be issued by insurance companies licensed to conduct such business under the laws of the State of New York, shall be written for the benefit of the State of New York and for the Contractor as their interests may appear, and shall run until the contract physical completion date. The State of New York must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and re-filed not less than thirty days before such expiration date.

19.2.5 If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance including asbestos, lead or mold, and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than $5,000,000, providing coverage for bodily injury and property

damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractor's work. The State of New York shall be named as additional insured and this shall be primary.

19.2.5.1 If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

19.3 The Contractor may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverage's provided for by this article. It is required that companies affording coverage list the company name in full as filed with the New York State Insurance Department. The contract number and project location must be provided in order to approve the certificate.

19.4 Should the Contractor fail to provide or maintain any insurance required by law the Contract will be considered null and void. Further, no contractor is permitted to access the project site without providing proof of proper insurance to the Contracting Officer or his designated representative. No payments will be authorized by the Contracting Officer to any firm who fails to comply with the provisions of this Article.

ARTICLE 20 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

20.1 The State shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given the Contractor for any cessation of such possession by the State. Such possession or use shall not be deemed an acceptance of any Work. While the State is in such possession, the Contractor, notwithstanding the provisions of Article 18 of the Contract, shall be relieved of the responsibility for loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

ARTICLE 21 - PAYMENT

21.1 The Contractor shall submit monthly, or at more frequent intervals if permitted in writing by the Contracting Officer, a requisition for a progress payment to the designated payment office for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

Division of Contract Administration
Bureau of Contract Performance
35th Floor, Corning Tower
Albany, New York 12242

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the contractor shall submit to the Contract Payment Audit Group no later than 60 days from the period of when the work occurred, acceptable proof of labor and material costs specific to the approved scope of work as verified by the Directors Representative, to the Contracting Officer for audit, verification and approval prior to the submission of any payment. The Contract Payment Audit Group is located at the following location:

Division of Contract Administration
Contract Payment Audit Group
35th Floor, Corning Tower
Albany, New York 12242

21.1.2 The submittal of cost for reimbursement to the Contractor shall be in such form and supported by such evidence as the Contracting Officer may reasonably require.

21.1.3 For those contracts designated as Electronic Contractor Requisition (ECR) eligible, if the contractor agrees to participate (participation is not mandatory – a contractor may still elect to submit paper requisitions) , the contractor shall provide an Electronic Contractor Requisition (ECR) Program Certification form which shall become part of this agreement. The contractor further certifies that the individual certifying the requisition is duly authorized to undertake requisitioning transactions. The contractor understands that the State will rely on the information disclosed in the contractor's requisition consistent with all of the

provisions of this Article. A contractor need not submit electronic requisitions in order to receive electronic payments.

21.2 The Director or the Contracting Officer may refuse to approve the requisition or a portion of it if the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.

21.3 Payment will be made for approved materials not yet incorporated in the Work which are in short and/or critical supply and for materials determined to be specifically fabricated for the project. Requisitions which require payment for materials shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Contracting Officer may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

21.4 When the Work or major milestones thereof as contemplated by the terms of this Contract are substantially completed, the Contractor shall submit to the Contracting Officer a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause to be paid the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the Contracting Officer shall cause to be paid, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

21.5 No more than 60 days after the issuance of the Physical Completion Report, the Contractor shall submit to the Contracting Officer or his designated representative a requisition for payment of the remaining Contract balance. Upon receipt of this requisition, the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause such requisition to be paid less any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Contractor waives any claim or right to payment of any contract balance which has not been requisitioned for payment within 60 days of the issuance of the Physical Completion Report.

21.6 The final certificate letter will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes and claims relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered. The Contractor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer pursuant to Article 17A, within thirty days of the issuance of the Physical Completion Report.

21.7 The final certificate letter will constitute the acceptance of the Work by the State, except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.

21.8 No payment will be made to a foreign Contractor until it furnishes satisfactory proof that it has paid all taxes required of foreign Contractors under the provisions of the New York State Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the New York State Tax Law.

21.9 The contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until such time as the filing occurs.

21.10 The Contractor acknowledges that it will not receive payment on any requests for payment unless the contractor complies with the State Comptroller's electronic payment deposit procedures Payments requested by the contractor will only be facilitated via electronic deposit, except where the Commissioner has expressly authorized payment by paper check.

ARTICLE 22 - AUDITS AND RECORDS

22.1 The Group Director, the Comptroller or their representatives shall have the right to examine all books, records, documents, and other data of the Contractor, subcontractors, material-men or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

22.2 The above materials shall be made available at the office of the Contractor, subcontractors, material-men or suppliers at all reasonable times for inspection,

audit or reproduction until the expiration of six years from the date of the final certificate for the Contract.

22.3 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six years from the date of any resulting final settlement.

22.4 Records which relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until such appeals, litigation or claims have been disposed of.

22.5 The Contractor shall insert a clause containing all of the provisions of Paragraphs 22.1 to 22.4 of these General Conditions in all subcontracts or purchase orders issued hereunder.

22.6 The Contractor shall make available to the Contracting Officer, upon written request, all records required to be kept by this Contract or by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

ARTICLE 23 – LABOR LAW PROVISIONS

23.1 The contractor shall post, in a location designated by the State, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the State directs the contractor to post. The contractor shall provide a surface for such notices which is satisfactory to the State. The contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

23.2 The contractor shall distribute to each worker for this Contract a notice, in a form provided by the State, that this Project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of contractor and all Subcontractors and all employees of Suppliers entering the Site. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract. At the time of distribution, the contractor shall have each worker sign a statement, in a form provided by the State, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by Paragraph 23.3 of these General Conditions.

23.3 The contractor shall maintain on the Site the original certified payroll or certified transcripts thereof which the contractor and all of its Subcontractors are required to maintain pursuant to New York Labor Law Section 220. The contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Paragraph 23.2 of these General Conditions.

23.4 A contractor or subcontractor who is required under New York Labor Law Section 220 to maintain transcripts of payroll records must submit to the contracting agency a transcript of the original payroll record within thirty days of issuance of its first payroll and every thirty days, thereafter. The copy of the payroll record must be subscribed and affirmed as true under penalty of perjury. The copy must include the contract number and should be directed to the Director's Representative at the job site. The Directors Representative is hereby designated as the individual responsible for the receipt, collection and review for authenticity of payroll records filed for this contract, consistent with Article 23.4, General Conditions and subparagraph (iii) and (iv) Section 220 Labor Law.

23.5 In accordance with New York Labor Law §222-H, the contractor agrees where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of this contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, 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 hours in duration.

23.6 In accordance with New York Labor Law § 220 (3) (a), the Contractor and every sub-contractor agrees to notify all laborers, workers or mechanics in their employ in writing of the prevailing rate of wage for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of every public works contract, and with the first paycheck after July first of each year, the Contractor and every sub-contractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the department, of the telephone number and address for the department. The notice shall also

inform each laborer, worker, or mechanic of his or her right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, he or she does not receive the proper prevailing rate of wages or supplements for his or her particular job classification that he or she is entitled to receive under the contract.

ARTICLE 24 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS

24.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his contract or agreement.

24.2 New York State Finance Law

24.2.1 New York State Finance Law § 139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

24.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The required forms to be completed by the offerer must be submitted to the Governmental Entity conducting the government procurement. The Governmental Entity will have included the disclosure request in its solicitation of proposals or bid documents or specifications of contract documents, as applicable, for procurement contracts.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 Appendix A, standard clauses for all N.Y. State contracts, is attached hereto and is made a part of this agreement as if set forth herein.

25.2 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

25.3 RETAINED PERCENTAGES: The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the State shall retain five percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the State shall retain ten percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.

25.4 DOMESTIC STEEL: The Contractor agrees, that if the value of this contract exceeds $100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

25.5 COMMENCEMENT OF ACTIONS: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the completion of physical work. The Contractor may notify the State in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty days previous to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the State, within thirty days of receipt of such notice, notifies the Contractor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and addressed to:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

25.5.1 In the event that the Contractor fails to send the notice provided for herein or the State disagrees in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

25.6 WORKER'S COMPENSATION LAW: In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.

25.7 ENVIRONMENTAL CONSERVATION LAWS: The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

25.8 REPORTING OF ILLEGAL ACTIVITY: During the term of the contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Contracting Officer at 518-474-0201, the Group Director, OGS Legal Services, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Office of General Services, will be considered a material breach of the contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor will include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with the State contract.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the

employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under the Performance Bond.

2. The Surety's obligation under this Bond shall arise after:

2.1 The State has notified the Contractor and the Surety in writing that the State is considering declaring a Contractor in default, or

2.2 The State has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract, and

2.3 The State has agreed to pay the Balance of the Contract Price to the Surety or to a Contractor selected to complete the Contract in accordance with the terms of the Contract with the State.

3. The Surety shall promptly and at its own expense, take the following actions:

3.1 Undertake to perform and complete the Contract, through its agent or retained contractor; according to the following schedule:

Day 1-10 Immediately begins it investigation Advises OGS of its Representatives.

Day 10-25 Visits Site with OGS representatives to review the contract documents and completed work; and determines extent of acceptable Work.

Day 25-30 Submits proposed completion contractor, completion plan, and CPM as required, for approval by the Office of General Services.

Day 30-44 As completing contractor, the surety or its representative, presents its list of subcontractors to OGS for approval. Additionally an Insurance Certificate naming the Surety and completion Contractor as named insured must be submitted to the Contracting Officer prior to the beginning any completion of the Work. The completion plan and schedule is returned to Surety.

Day 45 Surety begins the Completion of the Work.

4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on the Bond, and the State shall be entitled to enforce any remedy available pursuant to the terms of the contract.

5. After the State has terminated the Contractor's right to complete the Contract, and if the Surety elects to act then the responsibilities of the Surety to the State shall not be greater than those of the Contractor under the Contract, and the responsibilities of the State to the Surety shall not be greater than those provided under the Contract. To the limit of the amount of this Bond, the Surety is obligated to correct defective work and complete the work of the Contract in a timely manner.

6. The penal sum of the Performance Bond furnished by the contractor to the State, approved and filed with the Office of the State Comptroller, in no way shall be impaired or affected by any other bond that may relate to the contract in question.

END OF DOCUMENT

DOCUMENT 007305

SUPPLEMENTARY CONDITIONS - LIQUIDATED DAMAGES

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 2 - DEFINITIONS

2.11 Delete this Paragraph in its entirety and replace with the following:

2.11 The term "liquidated damages" means the amount of money to be assessed against the Contractor for delay in completion of the Work.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.3 Delete this Paragraph in its entirety and replace with the following:

13.3 Liquidated Damages: Should Contractor fail to substantially complete the Work within the time frame set forth in the contract, or as described in a subsequent Order(s) on Contract, the Group Director may assess Liquidated Damages for such failure in the amount of $1,000.00 per day until such time as the Group Director determines that the Work is substantially complete as defined in Section 2.21 herein. Should Contractor fail to achieve physical completion of the work within the time frame set forth in the contract, the Group Director may assess Liquidated Damages for such failure in the amount of $500.00 per day until such time as the Group Director determines that the Work is physically complete as defined in Section 2.12 herein. Notwithstanding the provisions of Article 21 herein, Contractor agrees that the Group Director may withhold the sum of the Liquidated Damages from payments to be made to Contractor as compensation to the State for administrative fees and public inconvenience.

END OF DOCUMENT

DOCUMENT 007310

SUPPLEMENTARY CONDITIONS - CONTRACTOR'S SUPERVISION

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

ARTICLE 6 Delete this Article in its entirety and replace with the following:

6.1 The Contractor shall designate in writing, competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All direction given to the Contractor's representatives shall be as binding as if given to the Contractor. A superintendent or project manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts awarded up to $1,000,000 the Contractor shall provide a supervisor, for the Contractor's staff, who shall be in attendance at the Site throughout the active performance of the Work, including active performance of the Work by subcontractors.

6.1.2 For contracts awarded from $1,000,001 to $5,000,000, the Contractor shall provide a superintendent, for the Contractor's staff, who shall be in attendance at the Site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Contractor shall provide a supervisor who shall be in attendance at the Site throughout the active performance of the Work until Physical Completion. The superintendent's responsibilities include, but are not limited to, directing and scheduling the Work, attending all Project meetings, coordinating and controlling the Work of subcontractors, and ensuring full compliance with the Contract documents. The Contractor shall also provide a project manager for the Contractor's staff from award through Substantial Completion. The Project Manager's responsibilities shall include, but are not limited to, developing and maintaining the submittal system and project schedules, attending Project meetings, making purchasing and cost decisions on behalf of the Contractor, Orders on Contract responses and negotiations, and closeout and warranty documentation. The Contractor shall provide required information to the Director's Representative for the Project schedule.

6.1.3 For contracts awarded from $5,000,001 to $10,000,000, in addition to the requirements of Article 6.1.2, the contractor shall provide a Project Manager for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion.

6.1.4 For contracts awarded for more than $10,000,000, in addition to the requirements set forth in Article 6.1.3, if at any time the Contractor has more than five subcontractors performing Work on the Site simultaneously, the Contractor shall provide an additional Superintendent to coordinate the Work of the subcontractors.

6.2 Should the Director deem any employees of the Contractor not satisfactory or unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.2.1 Infractions that are dismissible for project managers, superintendents, or supervisors include, but are not limited to, the failure to develop and maintain Project schedules, failure to comply and enforce safety regulations, failure to schedule inspections or provide adequate notice as required by Contract Documents, failure to attend and adequately prepare for meetings as required by Contract Documents, and failure to follow directions regarding the Work provided by the Director's Representative.

6.3 The experience levels noted below in this Article will be used in evaluating the qualifications and experience of the supervisors, superintendents, and Project Managers, as applicable.

6.3.1 Supervisors, required by paragraph 6.1.1, shall have a minimum of five years of experience in the role of supervisor with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the supervisor is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed supervisor upon request.

6.3.2 Superintendents, required for any contracts awarded above $1,000,000 as set forth in Article 6.1.2, shall have a minimum of five years of experience in the role of Superintendent with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the Superintendent is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed Superintendent upon request.

6.3.3 The Project Manager, required for any contracts awarded above $1,000,000 as set forth in Article 6.1.2, shall have a minimum of five years of experience in the role of Project Manager with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the Project Manager is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed Project Manager upon request.

6.4 No subcontractor shall be allowed at the Work Site before approval by the Director and the Contracting Officer. Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the Work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and certification status as a Minority- and Women-Owned Business Enterprises and/or Service-Disabled Veteran-Owned Business. For each proposed subcontractor, the Contractor shall also provide the New York State Department of Labor registration number in accordance with NYS Labor Law Section 220-i. Each request for approval of a subcontractor whose subcontract will be valued at $10,000 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.5 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.6 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to, the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda and Orders on Contract.

END OF DOCUMENT

DOCUMENT 007311

SUPPLEMENTARY CONDITIONS – PAYMENT

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 21 - PAYMENT

Add the following sub-paragraph:

21.2.1 The Director or the Contracting Officer may withhold payment requisitions or refuse to approve a portion of a payment requisition if the Contractor fails to provide an agreed to Baseline Project Work Plan, Project Schedule Updates, Recovery Project Schedule, or other scheduling requirements in accordance with Division 01 - General Requirements.

END OF DOCUMENT

DOCUMENT 007322

SUPPLEMENTARY CONDITIONS - WORKERS' COMPENSATION

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

Add the following paragraphs to 19.2.1:

> The contractor agrees that pursuant to WCL Section 141-b, this contract may be terminated if it is determined that at the time of either the bid submission or contract award, the contractor was, in fact, debarred by WCL Section 141-b, or was a substantially owned affiliate of a debarred contractor.
>
> Additionally, the contractor agrees that it must replace, at no additional charge to the State, any subcontractor who the State or the contractor learns was debarred by WCL Section 141-b prior to or during the contract.

END OF DOCUMENT

DOCUMENT 007323

SUPPLEMENTARY CONDITIONS – VENDOR RESPONSIBILITY

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 25 - MISCELLANEOUS PROVISIONS

Add the following paragraphs:

25.10 VENDOR RESPONSIBILITY: Contractor shall at all times during the Contract term remain responsible. Contractor agrees, if requested by the Commissioner of OGS or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers any information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or his or her designee issues a written notice authorizing a resumption of performance under the contract.

Upon written notice to Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or his or her designee at Contractor's expense where Contractor is determined by the Commissioner of OGS or his or her designee to be non-responsible. In such event, the Commissioner of OGS or his or her designee may complete the contractual requirements in any way he or she may seem advisable and pursue available legal or equitable remedies for breach.

In no case shall termination of the contract by the state be deemed a breach thereof, nor shall the state be liable for any damages or lost profits or otherwise, which may be sustained by Contractor as a result of such termination.

END OF DOCUMENT

DOCUMENT 007324

SUPPLEMENTARY CONDITIONS - ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

Add the following paragraphs:

25.11 Encouraging New York State Businesses

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all government entities benefiting from this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question shown below ***on the Bid Form for this project***:

Will New York State Businesses be used in the performance of this contract? _____ _____
Yes No

The successful bidder who answers "Yes" to this question on the bid form will be required to list the New York State business(es) that will be used on the **Contractor's List of Subcontractors/Suppliers** (Form BDC 329), which must be submitted within ***fifteen (15) days after award*** of the contract.

END OF DOCUMENT

DOCUMENT 007326

SUPPLEMENTARY CONDITIONS - ORDERS ON CONTRACT (CHANGE ORDERS)

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

Replace paragraph 10.1 with the following:

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. The Contractor shall complete a time impact analysis (TIA) pursuant to specification section 013113 concurrently with the pricing of the order on contract. Potential time adjustments shall be determined based on the TIA with presented costs. If the Work of the order on contract impacts the substantial completion date, the Contractor must notify the Director's Representative prior to the negotiation of the order on contract and a time adjustment may be issued. If the Contractor does not develop a time impact analysis during the negotiation of an order on contract, the Contractor shall forfeit their right to a time adjustment.

Replace paragraph 10.5.1 with the following:

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 15 calendar days from the date of a "request for proposal" from the Director's Representative with their cost proposal and time impact analysis (TIA). If the contractor believes additional time is required to prepare and submit a responsive proposal, a justification and proposed response duration must be submitted to the Director's Representative or his/her designated representative within 10 days from the date of a "request for proposal". If approved, the 10-day requirement will be extended as the State may deem appropriate. Should the contractor fail to respond or fail to submit the required cost proposal within the 15-day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond to a request for proposal or provide an acceptable and responsive cost proposal; waives any claim or rights to any extra and or additional costs and/or time as may be determined by the Contracting Officer, and the overrides resulting from this action will be limited to the values as set forth in section 012200.

END OF DOCUMENT

DOCUMENT 007327

SUPPLEMENTARY CONDITIONS – SDVOB

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following article:

ARTICLE 28 – PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 3 of the Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

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

28.1 Contract Goals

28.1.1 OGS hereby establishes overall goals under this contract of 6% for SDVOB participation for the C trade contractor, 0% for SDVOB participation for the E trade contractor, and 3% for SDVOB participation for the H trade contractor, based on the current availability of qualified SDVOBs. Trades with 0% goals are encouraged to make "good faith efforts" to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should refer to the **List of Certified NYS Service-Disabled Veteran-Owned Businesses**, which can be accessed from the OGS website page at the following link:

https://online.ogs.ny.gov/SDVOB/search .

Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts specified in Document 002113 Instructions to Bidders. Additionally, following Contract execution, Contractor is encouraged to contact DCSDVOB@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

28.1.2 Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause 28.4 below).

28.2. SDVOB Utilization Plan

28.2.1 The Contractor's SDVOB Utilization Plan, using the form BDC 328S, available for download at https://ogs.ny.gov/veterans/forms, shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, and the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future

bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

28.2.2 The apparent low bidder must submit the completed SDVOB Utilization Plan within seven (7) calendar days after the bids are opened. OGS will review the submitted SDVOB Utilization Plan and advise the bidder of OGS acceptance or issue a notice of deficiency within twenty (20) calendar days of receipt.

28.2.3 If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within nine (9) calendar days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within seven (7) calendar days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on form BDC 333S. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

28.2.4 OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

a. If a Bidder fails to submit an SDVOB Utilization Plan;

b. If a Bidder fails to submit a written remedy to a notice of deficiency;

c. If a Bidder fails to submit a request for waiver; or

d. If OGS determines that the Bidder has failed to document good faith efforts.

28.2.5 If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth in this section.

28.2.6 Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

28.3 Request for Waiver

28.3.1 In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in 28.4 below, may submit a request for a partial or total waiver on form BDC 333S (https://ogs.ny.gov/veterans/forms), accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses 28.2.2, 28.2.3 and 28.2.4 will apply. If the documentation included with the waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

28.3.2 Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made prior to the submission of a request for final payment on the Contract. Such waiver requests shall be made on form BDC 333S, accompanied by supporting documentation, and emailed to ogs.sm.sdvobcomp@ogs.ny.gov.

28.3.3 If OGS, upon review of the SDVOB Utilization Plan (BDC 328S) and Contractor's Monthly SDVOB Payment Report (BDC 58S), determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within nine (9) calendar days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

28.4 Required Good Faith Efforts

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

a. A list of the general circulation, trade, and other publications and dates of publications in which the Contractor solicited the participation of certified SDVOBs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

b. A list of certified SDVOBs that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified SDVOBs. Describe specific reasons that responding certified SDVOBs were not selected.

c. Descriptions of the Contract documents, plans and specifications made available to certified SDVOBs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

d. A description of the negotiations between the Contractor and certified SDVOBs for the purposes of complying with the SDVOB goals of this Contract.

e. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.

f. Other information deemed relevant to the request.

28.5 Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance each month to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be reported by the Contractor using form BDC 58S (form and instructions located at https://ogs.ny.gov/veterans/forms) and emailed by the 10th day of each month for the preceding month's activity to ogs.sm.sdvobcomp@ogs.ny.gov.

28.6 Breach of Contract and Damages

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

END OF DOCUMENT

DOCUMENT 007331

SUPPLEMENTARY CONDITIONS – LABOR LAW PROVISIONS

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 23 – LABOR LAW PROVISIONS

Add the following paragraph:

23.7 In accordance with New York Labor Law §220-i, the Contractor and all subcontractors shall be registered with the New York State Department of Labor prior to commencing any Work. The Contractor is responsible for ensuring and verifying that all subcontractors are registered before they commence work on the project. Any delays or costs incurred due to a Contractor's or subcontractor's failure to be registered, or the Contractor's failure to verify such registration, shall be borne solely by the Contractor and shall not be grounds for an extension of time or additional compensation.

END OF DOCUMENT

SECTION 011000.01 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. The title and location of the Work is printed on the cover of this Project Manual.

B. Type of Contract: Fixed price.

1.2 RELATED CONTRACTS

A. The Project consists of the following separate contracts:

1. Construction Work Project No. Q2020 - C
2. HVAC Work Project No. Q2020 – H
3. Electrical Work Project No. Q2020 – E

B. The suffix letter at the end of the project number distinguishes the separate Contracts. The Sections in Division 01 of the Specifications which have more than one suffix letter (such as this Section) are common to each related Contract.

1.3 SUBSTANTIAL AND PHYSICAL COMPLETION DATES

A. Substantially complete the Work within 170 days after the Agreement is approved by the Comptroller.

1. The time allocated for the performance of work under this contract includes 10 days for notification of the Contractor of the Comptroller's approval of the Agreement.
2. The approval of the Agreement by the Comptroller constitutes the filing of the Contract Documents as a public record and notice to the Contractor that a fully executed contract exists between the Contractor and the State.

B. Physically complete the Work within 90 days after the established Substantial Completion date.

1.4 CONTRACT AWARD SUBMITTALS

A. Submittal No. 1: Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS-SUPPLIERS information required in SCHEDULES AND RECORDS Article in Specification Section 013000 not later than 15 days after approval of the Contract by the Comptroller.

B. Submittal No. 2: Submit Preliminary Project Schedule related information noted in 013113 Project Planning and Scheduling or 013200 Construction Progress Documentation, whichever section is applicable, within 15 days after approval of the Contract by the Comptroller for review by the Director's Representative and OGS Scheduling.

1.5 RESTRICTED WORK PERIOD

A. Construction Work Contract: Do not perform the roofing and related Work on or after December 1st and up to, but not including April 1st unless approved otherwise, in writing, by the Director. During this period, clear the roof of materials, equipment, and debris. Maintain the roof in a watertight condition.

1.6 ITEMS NOT INCLUDED

A. The following items shown on the Drawings are not included in the Contract:

1. Items indicated "NIC" (Not in Contract).
2. Existing construction, except where such construction is to be removed, replaced, or altered.

1.7 CONFINED SPACE

A. Comply with confined space and permit-required confined space as defined in Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).

B. Comply with Safety Requirements for Confined Spaces (ANSI/ASSE Z117.1-2009).

C. All spaces shall be treated as permit-required confined spaces until the Contractor and/or subcontractors are able to re-classify the space to a non-permit confined space as per 29CFR 1910.146 and ANSI/ASSE Z117.1-2009.

D. Indicated confined spaces are not intended to limit or define Contractor's or subcontractors' regulatory compliance requirements. In addition to confined spaces indicated on the drawings, other confined spaces may be present or created by the work of this contract. Notify the Director's Representative, in writing, of confined spaces created or eliminated during execution of the Work.

E. For the purpose of inspecting ongoing work, furnish at no additional cost to the State, personnel, as directed, to allow the Director's Representative to enter confined space and permit-required confined space in compliance with Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).

1.8 OCCUPANCY

A. This is an occupied Facility. The building will be occupied and operational during execution of the Work. Ingress to and egress from the building shall be maintained at all times.

1.9 CONTRACTOR USE OF PREMISES

A. Comply with Facility policies relating to smoking at the Site.

B. Store materials and perform the Work so that pedestrian and vehicular traffic is not obstructed.

C. Do not diminish the level of life safety during performance of the Work.

D. Utility Outages and Shutdowns: Do not interrupt utility services or branch services within the building. Provide temporary services required to maintain such services at all times.

E. Be responsible and accountable for employees, suppliers, subcontractors and their employees, with regard to their use of the premises. Direct them to comply with the Facility Regulations and with the security and traffic regulations.

F. Furnish Facility authorities with a telephone number or method to contact the supervisor for the Work in case of an emergency after work hours, including weekends and holidays.

G. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.

1. Upload and maintain electronic SDS documents on the Submittals Website (SDS tab).
2. SDS tab is organized by prime contracts. To be readily identified, name products with SDS by specification section number and product name.
3. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Facility's Right-to-Know Information Officer.

H. Direct employees to be watchful for people in or near the work area where safety hazards may be present. Notify the Facility Safety/Security Department, if necessary, to remove them from the work area or Site.

I. Report fire and other emergency situations to the Facility Safety/Security Department immediately.

J. HVAC Work, Plumbing Work, and Electrical Work Contracts:

1. Unless specifically indicated otherwise, furnish drawings or written information to the Construction Work Contractor covering the openings and chases required in new construction for the Work. If such information is not furnished at least 24 hours before start of the applicable part of the Construction Work Contractor's work, all necessary cutting, patching, and refinishing will be included in the Contract at no additional cost to the State.

1.10 REFERENCE SPECIFICATIONS AND STANDARDS

A. Comply with the requirements of the various specifications and standards referred to in these Specifications, except where they conflict with the requirements of these Specifications. Such reference specifications and standards shall be the date of latest revision in effect at the time of receiving bids unless the date is given.

1.11 LAYING OUT

A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Director's Representative before commencing the Work.

B. Lay out the Work in accordance with the Contract Documents.

PART 2 - (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011100 - SAFETY

PART 1 - GENERAL

1.1 SUMMARY

A. This section requires compliance with applicable Safety codes, standards, and regulations, including but not limited to OSHA, Building Code of New York State, Fire Code of New York State, and Facility Regulations.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Summary of the Work: Section 011000.

B. Regulatory Requirements: Section 014100.

1.3 DEFINITIONS, ABBREVIATIONS

A. OSHA: Occupational Safety and Health Administration.

B. BCNYS: Building Code of New York State.

C. EBCNYS: Existing Building Code of New York State.

D. FCNYS: Fire Code of New York State.

E. NFPA: National Fire Protection Association.

F. NEC: NFPA 70E.

1.4 SUBMITTALS

A. Provide a SITE SPECIFIC SAFETY PLAN no later than 15 days after approval of the Contract by the Comptroller. The plan must include at a minimum:

1. Cover page including Project Name/Location/Project Number/Contractor Name/Potential Start/Finish Dates.
2. Complete Scope of work.
3. Roles and Responsibilities page identifying Supervision, list of the names of all competent and/or qualified persons, including their qualifications, for each activity requiring a competent person i.e. excavations, scaffolding, rigging, fall protection, etc.
4. A program for implementing appropriate PPE as specified in the High 5. Hazard Assessment detailed in Subparagraph 1.04 A.11 below.
5. A program for assuring employees have proper work attire, i.e. substantial sole safety-toed footwear, long pants, shirts with minimum 4-inch sleeves, etc.

6. A 100% 6-foot conventional fall protection program which provides full body harnesses, lanyards (connectors), and anchorage points, or guardrails for all trades when working 6 feet above a lower level.

    a. Exception:

        1) When the employer can demonstrate that it is infeasible or creates a greater hazard to utilize these systems, the employer shall develop and implement a Fall Protection Plan, which meets the requirements of paragraph (k) 1926.502. This plan must be approved before implementation by the applicable OGS Regional Safety Manager.
        2) When working from portable ladders.

7. A program for raising employee awareness through the use of weekly Safety Talks (i.e. "Toolbox Talks" or "Tailgate Meetings") on topics related to upcoming/relevant work on the project. Contractor shall be required to verify that all employees on site participated in meeting, with documentation submitted to the Director's Representative.
8. Confined Space entry program and procedures for entry, when applicable.
9. A written Respirable Silica Protection Plan, including tasks for which employees could reasonably be expected to be exposed to harmful silica dust, and control methods that will be used to limit or eliminate exposure, as well as any PPE necessary to ensure protection.
10. Identify specific hazards related to this Project, and how employees will be protected from those hazards.
11. High Hazard Assessment's detailing procedures for all high hazard work activities including, but not limited to:

    a. All lifts involving cranes or material handling equipment.
    b. Scaffolding where scaffold working deck is expected to be 10' or higher from a lower level.
    c. Demolition.
    d. Excavations where anticipated depth is 5' or more.
    e. Hot work activities, which shall follow all applicable requirements stated in NFPA 51B.
    f. Steel erection with specific fall protection requirements detailed.
    g. Work at elevations, including roofing work.
    h. Electrical work involving Lock Out - Tag Out (LOTO) procedures.

        1) High Hazard Assessments shall include a step-by-step breakdown of a given task, the hazards associated with each step, the controls that will be utilized to eliminate or minimize the hazards, and the PPE that will be used to protect from remaining hazards.
        2) All required certifications shall be provided for all applicable types of work with required training/certifications (i.e., Powder Actuated Tools, Aerial Lifts, Forklifts, Crane Operators License, etc.).

12. A project safety inspection program, with a minimum of one documented safety inspection per week, during the course of construction. Submit copies of all resultant inspection reports to the Director's Representative on a weekly basis.

13. A program for providing proper care for injured employees, including the name of the employee with First Aid/CPR certification who will be on site at all times during the course of construction, to include local hospital/medical facility locations and contact information.
14. Provide an Emergency Action and Evacuation Plan, including Fire Protection and Emergency Response, when applicable.

    a. Plan to include:

        1) Procedures for reporting a fire or other emergency.
        2) Procedures for emergency evacuation, including type of evacuation and exit route assignments.
        3) Emergency Contact information.
        4) Procedures on how to alert workers of an emergency.
        5) Procedures to account for all employees after evacuation and muster/evacuation points.
        6) A list of all major fire hazards, to include type of fire protection equipment necessary to control hazard.

B. Provide safety orientation training for each employee prior to their starting work on site. This orientation shall include, but not be limited to: Fitness for Duty (drug, alcohol, and cannabis policies), training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, injury reporting and protocols, emergency evacuation and preferred medical providers, and HAZCOM (GHS Harmonization). Provide documentation of all safety orientation training for each new employee on the site, including all subcontractors, to the Director's Representative.

C. Accident Reporting: The Director's Representative shall be immediately notified of any and all accidents. A copy of a written accident report shall be furnished to the Director's Representative within 24 hours of an incident.

    1. After any incident on site resulting in an employee being injured or damage to property, a Post- Accident Review Investigation shall be held as soon as possible after any incident. As a minimum, this investigation will involve the injured person, his/her supervisor, the responsible project superintendent and/ or supervisor and the onsite safety supervisor. The contractor shall be responsible to provide a written Post-Accident Corrective Action Plan, which will detail immediate steps taken to correct any unsafe condition that led to injury/property damage, long-term actions to prevent repeat incidents from happening on the site, and roles and responsibilities of individuals who will be implementing the corrective measures, which will be reviewed for effectiveness and continually monitored for implementation.

1.5 STOP WORK ACTIVITY AUTHORITY

A. All NYS OGS Representatives have the authority to stop a work activity that exposes any Contractor employees to potentially serious injury and/or illness. The responsible Contractor shall immediately cease work, perform an assessment of the activity that is exposing employees to any Immediately Dangerous to Life or Health (IDLH) conditions, and take action necessary to satisfactorily address the unsafe condition(s), at no cost to the State. The activity may only resume when a NYSOGS Representative and respective Contractor's Safety Representative verify

corrective measures have been satisfactorily completed. Any related impact to time of completion shall be considered within the Contractor's control.

B. No site work, other than mobilization, shall commence until the Site-Specific Safety Plan is approved.

1.6 ADDITIONAL SAFETY POLICIES THAT WILL BE ADHERED TO THROUGHOUT THE CONSTRUCTION PHASE

A. All contractors are required to utilize head (hardhat) and eye protection (safety glasses) at all times well within the project limits.

B. Any employee exposed to equipment/vehicles shall be required to utilize an ANSI Level 2 Safety Work Vest.

C. Contractors are strictly prohibited from utilizing any state-owned equipment or materials during construction.

D. All tools/equipment on multi-trade projects shall bear identifiable markings as to which contractor the tool/equipment belongs to. If any tool/equipment on the project does not have contractor's markings, the tool shall be immediately removed from the site until owner claims the tool/equipment.

E. Seatbelts shall be utilized when operating all heavy equipment designed to be operated in a seated position. When traveling in a vehicle, all employees shall be seated in a secured seat with a seatbelt in place.

F. Inspections of scaffolding prior to use, and excavations prior to entry shall be documented by an on-site competent person. Documented inspection will be available on-site for inspection by the Director's Representative.

G. All electrical cords/water hoses, if feasible, shall be run overhead to avoid additional slip/trip hazards. If not feasible due to physical restrictions, cords/hoses shall be placed to avoid all walkways and work areas.

H. All heavy equipment being utilized on site shall have a fire extinguisher of suitable size/rating within reach of operator.

I. Any fuel-powered equipment shall have a fire extinguisher of suitable size/rating no closer than 10 feet and no further than 25 feet from the equipment.

J. All electrical work shall be done when panels/lines/boxes have been de-energized and locked out, unless otherwise approved in writing by the Director's Representative.

K. An applicable sized Spill Kit shall be available on all jobsites where heavy equipment is being utilized.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011100

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Include in the contract sum the allowances stated in this Section.

B. Should the net cost be more than the specified amount of the allowance, the contract sum will be adjusted by Order on Contract in accordance with the General Conditions. No Work in excess of the allowance will be permitted except by Order on Contract. Should the net cost be less than the specified amount of the allowance, the balance will be deducted from the final payment

1.2 ALLOWANCES FOR CONTINGENCIES

A. Include in the contract sum the amount indicated below to cover the cost of additional labor and materials for contingent activities within the scope of the Contract as directed in writing by Field Order. The Field Order will include a description of the Work and a method for determining the cost of such Work.

1. Construction Work Contract: $98,464.
2. HVAC Work Contract: $13,797.
3. Electrical Work Contract: $5,360.

B. The value of the directed Work under this allowance will be determined by one or more of the methods authorized in Section 012200 which will be specified in the Field Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012100

SECTION 012200 - COST COMPUTATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Contracting Officer shall determine the value of any order on contract or field order by one or more of the following methods:

1. Agreed to Amount:

a. By estimating the fair and reasonable cost of:

1) Labor, including all wages, required wage supplements and insurance/taxes required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of working foremen, workers and other employees below the rank of the Contractor's designated representative directly employed at the Site of the Project, and, on contracts with an award price less than $500,000, the Contractor's designated representative, regardless of job title or work status.
2) Materials (to be installed or turned over to the State).
3) Consumables are items that are used during the progression of the extra work that do not become a permanent part of the Work and as such are considered overhead.
4) Equipment, excluding hand tools, which, in the judgment of the State, would have been or will be employed exclusively and directly on the omitted work or extra work.
5) Where the omitted or extra work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the omitted or extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by any sub-subcontractor), an additional sum equal to:

a) 10 percent of the first $10,000 of the above-estimated costs, including the subcontractor's percentage override.
b) Plus 5 percent of the next $90,000 of the total of said items.
c) Plus 3 percent of any sum in excess of $100,000 of the total of said items.
d) For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified, or changed work as described in writing to the Contractor and the reductions enumerated shall be applied individually to each Order on contract issued on a Contract. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, material, plant, equipment, tools and all

incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item.

6) By accepting an amount agreed upon by both parties, which amount is to be calculated in a manner similar to that provided in subparagraph 1.01 A. 1. a.
7) Should the Contractor fail to submit the required proposal as required by Article 10.5.1, the Contractor shall be compensated as follows:

a) The costs will be determined by the State as described in 1.01 A. 1. a. above, but the percentages for profit and overhead will be as follows:

(1) Where the omitted or extra work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 10 percent thereof, but, where the omitted or extra work is performed by a subcontractor, by adding a sum equal to 10 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by any sub-subcontractor), an additional sum equal to:

(a) 5 percent of the first $10,000 of the above-estimated costs, including the subcontractor's percentage override.
(b) Plus 3 percent of any sum in excess of $10,000 of the total of said items.

2. ACTUAL COSTS - By determining the actual cost of the extra work in the same manner as in the above Subparagraph 1.01 A. 1.a. except that actual costs of the Contractor be utilized in lieu of estimated costs. The State shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor is properly authorized to commence performance of such work.
3. By applying the applicable price or prices set forth in the Contract Documents or by applying a unit price agreed to by both parties.
4. All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in Subparagraphs A.1.a. 1), 2) and 4), and below in Paragraph 1.01 F., of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefore will be made by the State.

B. Irrespective of the method used or to be used by the State in determining the value of extra or omitted work, the Contractor shall, after receipt of a request, shall within 15 days submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes their proposal for the change. The State shall promptly respond to such submission.

C. Whenever this Contract requires the determination of labor hours, it shall be determined as follows:

1. Labor Hours shall be based on the labor factors as published in "RSMeans" by Reed Construction Data. The latest versions of the following books shall be used:

a. Building Construction Cost Data
b. Electrical Cost Data
c. Mechanical Cost Data
d. Plumbing Cost Data
e. Site Work and Landscape Cost Data

2. In the event that a labor factor for an item of work is not available from these publications the Director shall establish a labor factor as to the amount of time it takes to perform an item of Work.

a. Conditions that affect the performance of the extra work whether addressed in the Contract Documents or not shall be taken into consideration and negotiated.
b. Unforeseen conditions or conditions that are not identifiable shall not be included in the Contractor's proposal. If while in the process of performing the omitted or extra work a condition or event that affects the work becomes evident, it will be addressed at that time via a field order or change order.

D. Materials:

1. Materials used in performance of the extra work shall conform to Contract Documents and shall be listed by description, quantity, and standard unit of measure.
2. Where the extended value of an item of material is FIVE THOUSAND DOLLARS OR MORE a quote or invoice from a supplier shall be included as part of the Contractor's proposal. The Director's Representative reserves the right to request substantiating pricing documentation to verify actual and reasonableness of any and all submitted costs. This requirement does not impede Subparagraph 1.01 B. above.
3. Travel costs including mileage, tolls, and overnight lodging and meal per diems incurred as a result of the extra work will be reimbursed at costs without any markup for the Contractor or subcontractor as the case may be. Daily travel to the project site must exceed 35 miles, one way, from the Contractor's office address to claim mileage and toll expenses; only mileage beyond 35 miles will be reimbursed. Distance must exceed 50 miles, one way, from Contractor's office address to the project site to claim overnight lodging and meal per diems. Actual cost for overnight lodging and meal per diems will be reimbursed up to the maximum rates listed per locality, as established by U.S. General Services Administration (GSA).
4. Personal Protection equipment required for hazardous materials abatement and materials used to create critical barriers and protection barriers, provided that they are expended during the performance of the extra work or turned over to the State at the request of the Director's Representative, are reimbursable as part of an order on contract.

E. Whenever this Contract requires the determination of the cost of equipment, it shall be determined as follows:

1. Equipment used or to be used in the performance of Work shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed.
2. Equipment, excluding hand tools which are defined as tools and equipment having a new purchase price of less than ONE THOUSAND DOLLARS, and which will be used exclusively and directly on the Work. For the purposes of computing the Contractor's cost for self-owned equipment, the rate used for periods of under five days shall be the monthly

rate set forth for the item of equipment in the Equipment Watch® "Rental Rate Blue Book" published by Penton Media (800 669-3282) divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. The rate used for periods of 5 days or more shall be 45% of the published monthly rate. In the event the "Rental Rate Blue Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as set forth above except that the monthly rate used shall be that set forth in "The AED Green Book" published by Penton Media (800 669-3282). In the event that a rate is not established in the "Rental Rate Blue Book" or "The AED Green Book" for a particular piece of equipment, the Contracting Officer shall establish a rate for ownership costs and operating costs for that piece of equipment that is consistent with its cost and expected life. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies.

3. Rented equipment will be paid for at the actual rental cost. Equipment rented for the Work used in the performance of extra work will be reimbursed for operating costs only.
4. For the purposes of the performance of extra or additional work, when, in the opinion of the Contractor, and as approved in writing by the Director's Representative, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.
5. Notwithstanding any other provision, if the State should determine that the nature or size of the equipment used by the Contractor in connection with the performance of Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the State to be suitable for the performance of Work, the cost of equipment used in calculating the costs of extra work or delay damages will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the State to have been suitable for the performance of the Work. In no event shall the amount paid to the Contractor as the allowance for the use of self-owned construction equipment exceed the lower of the actual cost of such equipment or the depreciated value of such equipment as carried on the Contractor or subcontractors' books.
6. The Contractor shall be reimbursed for its operating costs for self-owned equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables, and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing 100 percent of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
7. The maximum amount of reimbursement for the ownership costs of self-owned equipment is limited to the original purchase price of the equipment as listed in the "Green Guide for Construction Equipment" published by Penton Media (800) 669-3282. In the specific event when the ownership reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.

F. Insurance and Bonds:

1. The additional cost of all required Bonds and Liability and Builder's Risk Insurance Premium required by this Contract, arising from the additional cost of performing extra work shall be paid by a change order or field order to be issued upon physical completion

of the Work and upon the submission of proof of payment of such additional premiums assessed by the respective insurance companies for such additional cost of the extra work.

2. Should the additional work require an additional insurance policy not initially required or anticipated in the execution of the contract, whether required of the Contractor or a subcontract between the Contractor and a subcontractor actually performing extra work, will be reimbursed based on actual cost.

G. Unless otherwise specifically provided for in an order on contract or field order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

H. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the added work exceeds the cost of the deleted work, overhead and profit shall be computed on the amount by which the actual cost of additional labor and material exceeds the actual cost of the deleted labor and material, except no additional overhead and profit shall be allowed on the value of any order on contract or field order determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.

I. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the deleted work exceeds the cost of the added work, the Contractor will be allowed to retain the overhead and profit on the amount by which the cost of the deleted work exceeds the cost of the added work, except that no overhead and profit shall be retained on the cost of work determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.

J. Subject to the provisions of Article 17A of the General Conditions, the following elements of damage, and only the following elements, as determined by the Contracting Officer, will be recoverable by the Contractor as "delay damages" provided that they are actual, reasonable and necessary:

1. Documented additional or escalated job site labor expenses.
2. Documented additional or escalated costs for materials.
3. Documented additional or escalated equipment costs less appropriate credits, as such are determined in accordance with this Section.
4. Documented costs of extended job-site overhead (including job superintendent, office engineer and clerical staff, but not including working foremen).
5. An additional 15 percent of the total of the above items in Subparagraphs 1.01 J. 1., 2., 3. and 4. for home office overhead and profit thereon.
6. Documented additional or escalated insurance and bond costs.
7. When the work is performed by a subcontractor, the Contractor shall be paid the actual, reasonable and necessary cost of such subcontracted work as outlined Subparagraphs 1.01 J. 1. through 4., including the subcontractor's main office overhead and profit of 15 percent. The Contractor shall also be allowed an additional 5 percent administrative fee for processing.
8. The phrases "additional expenses", "escalated expenses", "additional costs" and "escalated costs" shall include expenses and costs above or below those normally incurred in the performance of the work, less any appropriate credit, and/or attributable, with appropriate

credits, to the performance of work or portions of work in a different time period than that which was indicated on the approved progress schedule.

K. The parties agree that, with regard to delay damages, the State will have no liability for the following items and the Contractor further agrees it shall make no claim for the following items:

1. Profit, in excess of that provided for above.
2. Loss of anticipated or unanticipated profit.
3. Labor inefficiencies and loss of productivity.
4. Home office overhead in excess of that provided for above.
5. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on retainage or investment, or any resultant insolvency.
6. Indirect costs or expenses of any nature.
7. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed in a manner satisfactory to the Executive Director.
8. Attorneys' fees or claims preparation expenses.

L. Remedies Exclusive: With respect to extra costs and delay damages, the parties agree that the State shall have no liability to the Contractor for expenses, costs, or items of damage other than those which are specifically identified as payable above. In the event any legal action is instituted against the State by the Contractor on account of any extra work or for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the State's liability will be limited to those items which are specifically identified as compensable above. The Contractor further agrees to make no claim for expenses other than those which are specifically identified as compensable above.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012200

SECTION 013000.01 - ADMINISTRATIVE REQUIREMENTS-ECP Version

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other requirements pertaining to payments are included in the General Conditions and in the various sections of the Specifications.

B. Cost Computations: Section 012200.

C. Submittals: Section 013300.

1.2 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

A. The Electronic Contractor Payments (ECP) program facilitates electronic submission of payment applications and related documents and information via a secure web-based portal. This portal is hereinafter referred to as the "Vendor Interface". Hardcopy (paper) submission of the following forms is waived, and the information required by these forms shall be submitted via the Vendor Interface:

1. BDC 169 (Contractor's Application for Payment form).
2. BDC 187 (Detailed Estimate form).
3. BDC 329 (Contractor's List of Subcontractors–Suppliers).

1.3 SCHEDULES AND RECORDS

A. Submit the following information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.

1. CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS: An affirmative review of the subcontractor's responsibility will be conducted. Any subcontractor disapprovals resulting from negative information derived from the State's review will result in written notice (by letter or e-mail) to the Contractor. A responsibility meeting may result from these actions. The Contractor will defer to the provisions of Article 6, General Conditions, regarding its responsibility to prosecute the work.

a. Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS information using the required electronic entry process via the Vendor Interface.
b. Indicate the items of Work proposed to be accomplished by subcontractors, the name and address of each proposed subcontractor, the dollar value of the subcontract, and Minority and Women-Owned Business Enterprise (MWBE) information.

1) Attach a properly completed and executed NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE – FOR PROFIT CONSTRUCTION (CCA-2) and forward to the Vendor Responsibility Unit for each subcontractor whose subcontract is valued at $100,000.00 or more unless requested otherwise by the Contracting Officer and/or the Director's Representative.
2) As an alternative to submitting a paper version of the form, subcontractors may opt to submit the CCA-2 on-line via the New York State VendRep System. Information on this system and the New York State vendor responsibility requirements is available at: http://www.osc.state.ny.us/vendrep/index.htm.

c. Indicate the names and addresses of proposed suppliers, the dollar value of the supplies, and MWBE information.
d. Failure in providing this information may result in payments being withheld and referral to the Contracting Officer for a responsibility determination.

B. If after initial approval, circumstances require a change in a subcontractor or supplier or require additional subcontractors or suppliers to be used, use the Vendor Interface to submit a revised BDC 329 form that reflects the changes or additions.

1.4 DETAILED ESTIMATE

A. Before making the first requisition for a progress payment, prepare a detailed estimate of quantities and prices for materials, labor and other items required for the Work, which shall aggregate the contract sum.

1. Submit the DETAILED ESTIMATE information using the required electronic entry process via the Vendor Interface.

B. The detailed estimate shall be supported by such evidence, including certified copies of subcontracts, as the Director may require.

C. The detailed estimate must be approved by the Director who may revise it as, in their reasonable judgment, is necessary to make the various items conform to their true values.

1. The value of each requisition for payment shall be based on the approved detailed estimate.

D. The Contractor shall bill any item of work listed as "Lump Sum" to 100%, no partial percentages will be allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013000.01

SECTION 013113 - PROJECT PLANNING AND SCHEDULING

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS AND INFORMATION SPECIFIED ELSEWHERE

A. Summary of the Work: Section 011000.

B. Administrative Requirements: Section 013000.

C. Project Meetings: Section 013119.

1.2 SUMMARY

A. Section includes administrative and procedural requirements to plan, schedule, and document the progress of the Project, work in place, and predict and prevent delays to established activities and milestones during performance of the Work.

1.3 DEFINITIONS

A. Activity: A task or grouping of tasks containing an anticipated start-date and corresponding duration in work days, anticipated labor resources, person responsible for the work, restricted work period, contract reference document, sequence of work, and budgeted cost (if required) comprising a generalized portion of the Work, that can be identified and measured for planning, coordinating, monitoring, and controlling the project.

B. Activity Duration: Time needed for the represented work in work days. No duration in any baseline or recovery schedule shall be longer than one (1) reporting period as defined in Section 013119, except for submittal items. All procurement and work activities must be provided in sufficient detail to meet this duration requirement.

C. Baseline Agreement: The agreement document for Section 013113 which will contain the baseline schedule report.

D. Baseline Project Schedule: The schedule derived from the Contractors' Project Work Plan activities and their prescribed durations, predecessor activities, etc., recognizing the completion of the Work of the Project Work Plan in accordance with the Contract duration. The Baseline Project Schedule will remain unaltered as a tool to measure progress outlined and anticipated during the Initial Schedule Meetings and from the agreed-upon Baseline Project Schedule. The Project Team will agree to the resulting schedule by completing the Baseline Agreement within the Project Work Plan software. OGS Scheduling will maintain the agreed-upon Baseline Project Schedule as the assigned project baseline schedule.

E. Calendar: The calendar utilized for each activity, set according to the direction of OGS Scheduling to accurately reflect anticipated State and Federal holidays. Calendars reflecting

additional shifts or non-traditional work hours must be reviewed with the Director's Representative and approved by OGS Scheduling and prior to use in the schedule.

F. Constraints: Constraints are a function which can manipulate or hold specific dates. Constraints are used by OGS Scheduling in specific instances during the baseline process to hold dates dictated by the terms of the Contract or assigned to submittal & procurement items in the Project Work Plan. Constraints are not allowed to be used/entered by Contractors on any activities except for mobilization items.

G. Data Date: The progress point or "status date" for activities/tasks in the project. Project status is up-to-date as of the Data Date. OGS Scheduling will specify the Data Date for each Project Update Reporting Period.

H. Float: The measure of latitude in starting and/or completing an activity without impeding the successful realization of Project Milestones. It is an expiring Project resource that is jointly owned, not for the exclusive use or benefit of either the State or the Contractors. Float is available as needed to meet scheduled milestones and Project completion. Recognizing float within an activity, or chain of activities, does not permit the Contractors to disrupt progress or to delay completion of an activity.

I. Milestone Activity: A significant start or finish to Work on a given set of activities on the Project, defined by both the Director's Representative and the Contractors. The Project Team will identify milestones, activities, or summary activities for incorporation into the Baseline or Project Schedule to assist in planning, scheduling, and coordinating the Project. This may include major milestones or phases required by the Contract Documents to be utilized by the Contractors and Project Team in developing the Baseline Project Schedule.

J. OGS Project Work Plan System (OGS PWPS): The collaborative online system provided by OGS for Contractors to establish their Project Work Plan activities, duration, prerequisites, resources and budgeted cost (if required) for Work of the Project. All work is entered into the OGS PWPS by the Contractor(s).

1. Importing of any information is not allowed.
2. Time lags are not allowed to be scheduled between activities.

K. OGS Scheduling: The department responsible for assisting and training the Project Team, reviewing, reporting, and interpreting the Contractor Project Work Plan and related information.

L. Preliminary Project Schedule: This schedule is a summary outline of the Contractor's anticipated Project Work Plan for the sequence of work of this Contract through Substantial Completion as noted in the Summary of Work (Section 011000). The activities are developed using anticipated dates and are coordinated among the Contractor(s). The resulting Schedule outlines and aligns the sequence of work for the individual Contract and coordinates the Contracts that are part of a multiple trade Project. The Project Work Plan needs to address sequencing of the work, long lead items, and impact of weather and restricted work periods as noted in Section 002219. The Project Team will agree to the resulting schedule by completing the Baseline Agreement within the Project Work Plan software.

M. Project: Work to be performed as part of one or more Contracts.

N. Project Team: The Designated Representatives acting on behalf of the State and/or Contractors to successfully plan, schedule, and coordinate the Work of the Project.

O. Project Update Reporting Period (Project Schedule Updates): A regular reporting period as stipulated for this Project in Section 013119, that is concluded by a Project Update Meeting for review, evaluation, and adjustments to the Project Work Plan and Activity progress.

P. Project Work Plan: A comprehensive list of Contractor tasks, including prerequisite activities, durations, labor resources, budgeted costs (if required), etc. used to develop the Project Schedule as entered by the Contractor's Supervision staff in the OGS PWPS.

Q. Recovery Project Schedule: Revised Project Work Plan developed from recovery options presented by the Contractor to the Director's Representative when Project Update Reporting indicates the Work is 15 or more work days behind the current Substantial Completion dates of the agreed-to Baseline Project Schedule. The Contractor will update their Project Work Plan accordingly for the revision. The Project Team will agree to the resulting recovery project schedule by completing the Baseline Agreement within the Project Work Plan software. OGS Scheduling will maintain the Baseline Agreement Recovery Project Schedule as the assigned Baseline Project Schedule.

1. The Recovery Project Schedule will only be reviewed by OGS when it is entered in the OGS PWPS

R. Resource: Any labor (workers), material, or equipment, shared or exclusive, required for the completion of the Work or an Activity, for which an associated cost is recognized.

S. Schedule: A comprehensive plan of necessary procedural tasks, including task sequencing, projected start and finish dates, and resource allocation required to successfully complete the Work by the Project completion date. The dates in the Schedule are the result of the sequence, duration, and requirements from the Project Work Plan.

PART 2 - PRODUCTS

2.1 SCHEDULE SOFTWARE

A. The Project Work Plan software (Oracle Primavera) is provided by OGS through the OGS PWPS for use on this OGS contract only.

B. Contractors are required to have Internet access to utilize the OGS PWPS for all parts of this section.

C. Meetings will be held in accordance with Section 013119 and will be conducted via WebEx™ or an equivalent online method provided by OGS.

D. OGS will provide training for access and use of the OGS PWPS. Additional support is available by OGS Scheduling as requested.

PART 3 - EXECUTION

3.1 PROJECT AWARD

A. OGS Scheduling will establish one account for each Contractor.

B. The Initial Schedule and Training Meeting is coordinated by the Director's Representative and Project Team. Prior to the meeting all Contractor accounts need to be set up by OGS Scheduling.

3.2 INITIAL SCHEDULE MEETING – (PERIOD DEFINED BY SECTION 013119)

A. The meeting is mandatory for the members of the Project Team and will be conducted by OGS Scheduling for the purpose of defining the intent of the specification and reporting structure of the Project. The mutual agreements reached at this and subsequent meetings form the basis for the Baseline and other Project Schedule(s), and will be used for coordinating, scheduling, and monitoring the Work of all related contracts.

B. This meeting also includes training for the Project Team using the OGS PWPS. Each session will be one hour (total of two hours) via WebEx™ or an equivalent online method provided by OGS.

1. SESSION 1 - Preliminary Project Schedule & Initial Training
2. SESSION 2 - Baseline Project Schedule Training

3.3 PRELIMINARY PROJECT SCHEDULE – (PERIOD DEFINED BY SECTION 011000, if specified)

A. In the OGS PWPS, the Contractor will develop their Project Work Plan activities and provide information relating to activity naming, anticipated work dates, resources, and budgeted cost (if required) on the OGS PWPS. The Project Team will establish a focused work breakdown structure (WBS). The activities are developed using anticipated dates and are coordinated among the Contractor(s).

B. Activities are to be appropriately placed within the OGS PWPS. Activity durations are only limited by the requirements of coordinating the work of the Preliminary Project Schedule by the Project Team. For the purposes of coordinating this schedule, relationships (predecessors and successors) are not required between the activities.

C. The Preliminary Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113) .

3.4 BASELINE PROJECT SCHEDULE – (45 DAYS AFTER AWARD)

A. The Contractor(s) shall develop and enter their Project Work Plan activities which adequately represent their scope of Work of the Contract and the required coordination efforts for the Project. This includes, but is not limited to, sequence requirements, identification of logical connections to other work critical to Substantial Completion, accounting for critical submittals or submissions,

the fabrication and delivery of long-lead materials, products, specialized equipment or services, and the recognition of critical testing, inspection, or commissioning durations for coordination and tracking.

B. Each activity will identify the Contractor's anticipated duration for the activity defined in workdays, resources, and budgeted cost (if required) of the activity. The Contractor is responsible to provide the mandatory requirements outlined by OGS and the online OGS PWPS layout within the project structure provided by OGS. Revisions to the project structure must be agreed upon by the Project Team.

C. Activity durations cannot exceed the time frame in work days of the Project Reporting Period as defined in Section 013119.

D. The Contractors will identify each activity with a unique Activity Name that clearly communicates the scope of the work item to the rest of the Project Team. No Activity Name or Activity ID will be altered without approval of the Director's Representative and OGS Scheduling after the Baseline Project Schedule has been agreed to by the Director's Representative.

E. The Baseline Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan software (sample agreement included at the end of Section 013113).

3.5 PROJECT SCHEDULE UPDATES (PERIOD DEFINED BY SECTION 013119)

A. Project Schedule meetings will be led by the Director's Representative and held to review Contractor updates to the actual starts, actual finishes, and remaining duration of in-progress activities, and consider logic changes, predecessor alterations, duration amendments, time impact events, and scope changes, for the purpose of determining the status of construction progress for the updated Project Schedule. At each meeting the Project Team will:

1. Agree to the completed Activity dates.
2. Coordinate and agree to the next 6-week Project Work Plan.
3. Evaluate and acknowledge any impact to the Contractor's ability to execute the Project Schedule according to the Baseline Project Schedule.

B. During the progress of Work on the Project, the Contractors are required to document actual start, actual finish, and remaining duration on a daily basis. Information will be posted by the Contractor to the OGS PWPS as defined during the Initial Schedule Meeting.

C. Contractors are required to update the status of all their activities two (2) days prior to the Project Schedule Meeting. The Contractors will notify the Director's Representative and OGS Scheduling when their update information for all activities is complete.

1. Any variation of 5 days (+/-) in the start or finish date for each activity must be explained and posted to each activity.
2. All necessary initiated documents such as Request for Information (RFI), Information Bulletins (IB), Field Orders (FO), Change Orders (CO), and Notice of Claim (NOC) must be incorporated by the Contractor into the Contractor's Work Plan.

3. Any Contractor failing to progress their Work as outlined in the updated Project Work Plan will be informed of their deficiencies and, if required, be requested to provide a recovery option.

D. Performing Work out of sequence with the Project Schedule is not permitted unless written approval is obtained from the Director's Representative prior to commencement.

3.6 RECOVERY PROJECT SCHEDULE

A. When the Project Schedule completion date is projected to be greater than the agreed-to Baseline Project Schedule's Substantial Completion date by 15 or more work days, the Contractor(s) will revise the existing Project Work Plan as necessary towards meeting the specified completion date within 10 calendar days after the Project Schedule update meeting.

B. Contractor recovery options may include, but are not limited to, allocating additional resources to reduce activity duration or modify activity sequencing.

C. Alterations to the Project Work Plan activities for a Recovery Work Plan will require the approval of the Contractor(s) and the Director's Representative. Agreed-to alterations to the Project Work Plan activities for a Recovery Work Plan will constitute the updated Project Schedule.

D. The updated Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113).

E. The previous Baseline Project Schedule will be retained. The new agreed-upon Baseline Project Schedule will be used to measure progress moving forward.

3.7 SCHEDULE CLOSEOUT (AS-BUILT SCHEDULE)

A. A schedule meeting must occur to update the project schedule with the actual progress dates and to confirm that all activities are complete for Substantial Completion.

B. The Director's Representative will determine if any of the original Substantial Completion activities need to be tracked for Physical Completion in the project schedule.

3.8 TIME IMPACT AND TIME IMPACT ANALYSIS (TIA)

A. The Contractor(s) will represent the impact relative to the assigned Baseline Project Schedule in the OGS PWPS. The Contractor will incorporate the impact of any change in their Work Plan per the current OGS PWPS requirements for impacts. The requirements include but are not limited to:

1. A day-for-day tracking of the impact to illustrate the sequence of the impact from the initiating event.
2. All information required to create an Activity and the associated codes for the impact in the OGS PWPS as defined previously.

3. Modification of existing activities so that the name of each associated task enhances the reader's understanding of the impact. Modification of the associated (TIA) codes for the change in the OGS PWPS.
4. For the addition of any new activities, an explanation of how the modified scope impacts the agreed-to Baseline Project Schedule.

B. Contractors and the Project Team will use the most current Project Work Plan update to prepare the Time Impact representation.

C. If Project Work Plans have not been updated in accordance with this specification, an update by the Contractor must be generated which includes an accurate realization of the Work performed and progressed up to the Time Impact event. Failure to maintain Project Work Plan updates in accordance with this or related specifications will not absolve the Contractors of the responsibility to identify Time Impact as defined by, but not limited to, Specification Section 013113 or the General Conditions.

D. OGS Scheduling will assist the Contractor with this process as requested.

E. A Request for Time Extension will require Time Impact recognition within the OGS PWPS and Schedule.

F. Time Impact events will be reviewed for accuracy and are to be updated in accordance with relevant new information regarding time for resolution and impact to the remaining work on the Project.

G. All impacts (sequence, duration, and scope) must be agreed to by the Project Team.

3.9 SUBSTANTIAL COMPLETION DATE CHANGES

A. If the Substantial Completion date of the project is modified by an Order on Contract in accordance with the General Conditions, the Project Team will agree to a new Baseline Project Schedule within 10 calendar days after the approval of the Order on Contract.

1. The previous Baseline Project Schedule will be retained. The new agreed-upon Baseline Project Schedule will be used to measure progress moving forward.
2. The new Baseline Agreement must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113).

SAMPLE BASELINE AGREEMENT

Baseline Agreement

NEW YORK STATE OF OPPORTUNITY. Office of General Services Design & Construction

Project:

It is agreed that the referenced Project Schedule defined by the following reports has been reviewed and is accepted for use in coordinating, scheduling, and monitoring the work of all related contracts

By acknowledging within the Project Work Plan software, OGS does not waive the terms and conditions set forth in the Contract Documents. In accordance with the General Conditions (Document 007213) any change in the Contract sum or time of completion requires an Order on Contract.

Refer to the following report for the specific dates.

Contract	Representative	Activity Name	Date

END OF SECTION 013113

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 INITIAL JOB MEETING

A. The Director's Representative will notify all parties concerned of the time and place of the initial job meeting. The meeting will be conducted by the Director's Representative. The agenda will be based on the Format for Initial Job Meeting. All items on the format, as they apply, will be discussed.

1. A copy of the Facility's current Visitor Identification Policy will be distributed.

1.2 PROJECT SCHEDULE MEETINGS

A. The Initial Schedule Meeting will be held within 15 days of Project award. The Director's Representative will notify all members of the Project Team of the time and place of the meeting. The meeting will be conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method for the following purposes:

1. Define the intent of the specification.
2. Review the reporting structure of the Project.
3. Provide training to the Project Team.

B. The Director's Representative will notify all members of the Project Team of any Schedule development/coordination meetings conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method.

C. The Project will have monthly project update reporting periods. The update meetings will be conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method for the following purposes:

1. Agree to the completed Activity dates.
2. Coordinate and approve the next 6-week Project Work Plan.
3. Evaluate and acknowledge any impact to the Contractor's ability to execute the Project Schedule according to the approved Baseline Project Schedule.

1.3 BI WEEKLY JOB MEETINGS

A. Unless otherwise directed, job meetings will be held bi weekly, at a time and place agreed upon by the Director's Representative, the Contractor, and the Facility Representative. Other interested parties may attend when needed, e.g., subcontractors and representatives from suppliers, public utilities, and local government. The meetings will be conducted by the Director's Representative for the following purposes:

1. Review job progress, quality of Work, and approval and delivery of materials.

2. Identify and resolve problems which impede planned progress.
3. Coordinate the efforts of all concerned so that the project progresses on schedule to on-time completion.
4. Maintain sound working relationships between the Contractors and the Director's Representative, and a mutual understanding of the project requirements.
5. Maintain sound working procedures.

1.4 PRE-INSTALLATION MEETINGS

A. Pre-installation meetings will be held to review the specifications, Project Schedule, drawings, and approved submittals in preparation for start of a particular activity.

B. The meetings shall be attended by the Director's Representative, a Design Representative, and the Contractor's Representative, including installer and representatives of manufacturers & fabricators involved in or affected by the installation and its coordination with other materials/trades.

C. The Director's Representative shall schedule the meetings prior to the start of the work. The goal of these meetings is to ensure the quality of construction and to maintain the schedule.

1.5 ATTENDANCE

A. A Contractor's Representative shall be required to attend all meetings scheduled by the Director's Representative, as set forth above.

B. If the Contractor's Representative fails to attend two scheduled meetings without prior approval, the Contractor will be directed to replace the current Contractor's Representative. Further incidents of non-attendance by the Contractor's Representative will form the basis for review of the Contractor's responsible vendor status.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013119

SECTION 013300.0 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other requirements pertaining to submittals are included in the General Conditions and in the various sections of the Specifications.

B. Summary of the Work: Section 011000.

C. Administrative Requirements: Section 013000.

D. Contract Closeout Submittals: Section 017716.

1.2 DEFINITIONS

A. Deviation: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by the Contractor.

B. Acceptable Manufacturer, Company or Product: A manufacturer, company or product capable of achieving the requirements established in the Contract Documents and demonstrating compliance.

C. Portable Document Format (PDF): An open standard file format used for representing documents in a device-independent and display resolution-independent fixed layout document format.

D. Environmental Product Declaration (EPD): a third-party verified (also known as “type III”) product declarations that quantify environmental information the full life cycle of a product, from raw material supply, transport, manufacturing, installation, and operational use, through to waste processing and disposal at end-of-life, per ISO 14025.

1.3 DEVIATIONS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS

A. Deviations from the requirements of the Contract Documents will not be allowed unless a request for deviation is made in writing prior to or at the time of submission and the specific deviation is approved by the Director’s Representative subject to the requirements of Article 4 of the General Conditions. The request for deviation shall be made utilizing the CONTRACT DOCUMENT DEVIATION REQUEST FORM (Form BDC 49) accessible from the OGS Web Site.

1. The submission of a deviation shall be done in a timely manner according to the schedule of submittals to allow the Director sufficient time for review.

1.4 "OR EQUAL" TO BRAND NAME PRODUCTS

A. Whenever a product is specified by brand name, a comparable brand, equal to that named, may be submitted for approval subject to the requirements of Article 5 of the General Conditions.

1. The Contractor shall bear the burden of proving that the proposed product is equal to the specified product. The submission of an "or equal" shall be done in a timely manner to allow the Director sufficient time to review the proposed product.
2. Whenever a color or pattern is indicated by a specific manufacturer's name or number, the intent is to communicate the required color or pattern of the material. Other manufacturers' comparable colors or patterns may be submitted for approval as equal.

1.5 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

A. Unless otherwise specified, the requirement to submit product data and samples for approval will be waived for products specified by brand name if the specifically named products are furnished for the Work. In such cases, submit required Product Data to the Director's Representative via Submittal Exchange® for information only.

1.6 ADMINISTRATIVE REQUIREMENTS

A. Participate in the OGS's hosted web-based collaboration service (Submittal Exchange® at www.submittalexchange.com) to transmit and track Contractor provided project related documents.

B. Identify submittals by project title and number. Include Contractor's name, date, and revision date. On shop drawings, product data and samples, also include the name of the supplier and subcontractor (if any), and applicable specification section number. Stamp each submittal and initial or sign the stamp to certify review and approval of submittal.

C. Assemble submittals in accordance with the requirements in the individual sections of the Specifications and as required by this section. It is the Contractor's responsibility to review and verify that all information required for each submittal is included in the submittal package. Errors or omissions found by the Contractor are to be corrected prior to the submission of the submittal package for approval. Incomplete submittal packages that have been submitted for review and approval will be returned.

1. It is the Contractor's responsibility to verify that portions of the submittal package to be provided by a subcontractor (or supplier) are complete, as well as portions of the submittal package being provided directly by the Contractor.
2. Do not combine the submittals of more than one specification section with submittals required by other specification sections unless specifically stated in the contract Specifications.

D. If a submittal is based on, or the result of, a change order or field order to the Contract Documents, include copies of the applicable change order or field order with the submittal.

E. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each specification section concurrently unless instructions for partial submittals are required in a specific specification section requiring sequential submissions.
3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
4. Coordinate transmittals of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. The Director's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on uploading the submittal to Submittal Exchange®. No extension of the project schedule will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow time for the initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Designer of Record will advise the Director's Representative when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow time for review of each resubmittal.
3. Sequential Review: Where sequential review of submittals by the project team is necessary for coordination, allow time for review.

1.7 SUBMITTALS

A. Schedule of Submittals acknowledgement: Provide written acknowledgement that the Schedule of Submittals has been received and reviewed with Critical Submittals identified and Contractor's Projected Dates (three dates inserted into each column) are entered for each specification item.

1.8 RE-EVALUATION FEE

~~A.~~ In accordance with Article 4.7 of the General Conditions, a re-evaluation processing fee will be levied against the Contractor for each re-evaluation of a Submittal or Submittal Package submission that was returned for failure to comply with the submittal requirements relative to completeness, content or format.

1.9 ELECTRONIC SUBMITTALS

A. Submittal Exchange® is used to provide an on-line database and repository which shall be used to transmit and track project related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.

1. Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it is uploaded back to Submittal Exchange® for action or use by the Contractor and Director's Representatives.
2. The service also tracks and stores documents related to the project such as RFI's (Request for Information), IB's (Information Bulletins), CAD Coordination, Minutes, Testing, Closeout, and SWPPP documents.

B. For each submittal, the Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents, including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.

C. It is the Contractor's responsibility to provide submittals in PDF. The Contractor may use the following options:

1. Subcontractors and suppliers provide electronic submittals in PDF to the Contractor through Submittal Exchange®.
2. Subcontractors and suppliers provide paper submittals to the Contractor, who electronically scans and converts them to PDF.
3. Contract a Scanning Service, which will allow the Contractor and the Contractor's subcontractors and suppliers to provide paper submittals to the Scanning Service, which electronically scans and converts them to PDF. It will be the Contractor's responsibility to transmit the scanned submittals to Submittal Exchange®.

D. Image Quality:

1. Image resolution: The PDF files shall be created at a minimum resolution of 200 dots per inch utilizing the original document size. The Contractor will be responsible to increase the resolution of the scanned file or images being submitted as required to adequately present the information.
2. Image Color Rendition: When information represented requires color to convey the intent and compliance, provide full color PDF reproduction.

E. Internet Service and Equipment Requirements:

1. The Contractor will be required to have an Email address and Internet access at Contractor's main office.
2. Unless the Contractor will exclusively be using a Scanning Service to create PDF documents, the Contractor will be required to own a PDF reviewing, creating and editing software, such as Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu® (www.bluebeam.com), or other similar PDF reviewing, creating and editing software for applying electronic stamps and comments.

F. Training and Support:

1. Submittal web-based collaboration training and support shall be available, free of charge from Submittal Exchange®, for project participants using the submittals website.
2. Training schedule will be coordinated through the Director's Representative.

G. Paper prints (hardcopies) of reviewed submittals:

1. Record Copy: Each Contractor shall provide one paper copy of each submittal they are responsible for to the Director's Representative within 14 days of receipt of a released submittal (i.e. marked "Approved", "Approved As Noted", or other implied acceptance of a submittal), or meeting the requirements of Waiver Of Certain Submittal Requirements Article of this specification section.

    a. Exception: Paper copies are not required for a submittal that is disapproved or requiring resubmission.
    b. Paper copies shall be printed in a size format equal to the original document.
    c. Scaled Shop Drawings shall be printed to the scale noted on the drawings.
    d. The resolution of the printed copy shall be equal to that of the PDF file that it is being printed from.
    e. The Record Copy shall be used by the Director's Representative during the construction of the project and shall be retained as a turn-over item to the facility at the end of the project as required under Section 017716 Contract Closeout.

2. Use for Construction: Retain complete copies of submittals on project site. The Contractor shall not commence work for related activities until the appropriate submittals are approved and the corresponding record copies are delivered to the Director's Representative.
3. Distribution: The Contractor will furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Maintain transmittal forms indicating distribution of submittals.

1.10 SHOP DRAWINGS

A. Provide shop drawings in the format required by the Specifications. Show the information, dimensions, connections and other details necessary to insure that the shop drawings accurately interpret the Contract Documents. Show adjoining construction in such detail as required indicating proper connections. Where adjoining connected construction requires shop drawings or product data, submit such information for approval at the same time so that connections can be accurately checked.

B. Electronic copies of CAD Drawings of the Contract Drawings will not be provided by the Director's Representative for Contractor's use in preparing submittals.

C. Have shop drawings prepared by a qualified detailer. Shop drawings shall be neatly drawn and clearly legible. Machine duplicated copies of Contract Drawings will not be accepted as shop drawings.

1. Where shop drawings are indicated to be drawn to scale:

    a. Use scale normally found on an "Architect" or "Engineer" scale.
    b. Written Scale: Clearly label scales being used on each drawing and/or on each detail on the drawing.

        1) Examples: 1/8" = 1'-0" 1" = 40'-0".

c. Graphic Scale: Adjacent to each Written Scale, provide a graphic scale delineating the scale being used. Graphic scale shall be divided into measuring units relating to the accuracy required for the drawing or details.
d. Clearly dimension key elements of the drawing or detail.

2. When the drawing sheet is printed full size, the minimum text size shall be 1/8" (3.2 mm) for hand drafting and 3/32" (2.5 mm) for CADD drawings.

D. Submit the shop drawings through Submittal Exchange®. The shop drawings will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the shop drawings meeting Contract requirements.

1.11 PRODUCT DATA

A. Provide product data in the format required by the Specifications. Modify product data by deleting information that is not applicable to the project or by marking the product data to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project.

B. Submit the product data through Submittal Exchange®. The product data will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the product data meeting Contract requirements.

C. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.

1. Upload and maintain electronic SDS documents on the Submittal Exchange® SDS tab.
2. SDS tab is organized by prime contracts. To be readily identified, name products with SDS by specification section number and product name.
3. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Facility's Right-to-Know Information Officer.

1.12 ENVIRONMENTAL PRODUCT DECLARATION (EPD)

A. Provide EPDs for the specific material required by the Specifications, if available.

B. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 Environmental labels and declarations, ISO 14044 Environmental management – Life cycle assessment, and ISO 21930 Core rules for environmental product declarations of construction products and services.

C. Include completed Environmental Product Declaration (EPD) Cover Form found on the OGS Web Site with the submission of each EPD.

D. Submit the product data through Submittal Exchange®. The EPD will be reviewed, and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the product data meeting Contract requirements.

1.13 QUALITY ASSURANCE

A. Provide quality assurance information in the format required by the Specifications, including supporting documentation as required.

B. Submit the quality assurance information through Submittal Exchange®. The quality assurance information will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the quality assurance information meeting Contract requirements.

1.14 SAMPLES

A. Submit 2 (unless a different number is specified) of each sample required by the Specifications.

B. Samples will become the property of the State when submitted and will not be incorporated in the Work unless specifically stated otherwise.

C. The electronic submittal process is not intended for color samples, color charts, or physical material samples.

D. Record transmittal of each sample required by the Specifications through Submittal Exchange®.

E. Consult with the Director's Representative for direction on where Samples will be sent for review.

F. The sample will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review.

1.15 REVIEW OF SUBMITTALS

A. Items submitted for review will be reviewed for compliance with the Contract Documents, based upon the information submitted. The items will be acted upon with the following dispositions:

1. Approved:

    a. Where the submittal is marked "Approved", the work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.

2. Approved as Noted:

a. Where the submittal is marked “Approved as Noted”, the work covered by the submittal may proceed provided it complies with the review comments noted on the submittal and the Contract Documents. Final acceptance will depend on that compliance.

3. Disapproved:

a. Where the submittal is marked “Disapproved”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Prepare a new submittal according to the review comments noted on the submittal and meeting the Contract Documents.

4. Returned for Correction:

a. Where the submittal is marked “Returned for Correction”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Revise or prepare a new submittal according to the review comments noted on the submittal and meeting the Contract Documents.

5. Acknowledged:

a. Where the submittal is marked “Acknowledged”, receipt of the submittal is acknowledged and has been recorded.

6. No Action:

a. Where the submittal is marked “No Action” or “No Action Taken”, no review was made of this item, see comments noted on submittal and take appropriate action.

7. Multi-Action:

a. Where the submittal is marked “Multi-Action”, separate dispositions were made for the items submitted, see the review comments for the disposition of each item submitted.

1.16 SCHEDULES AND RECORDS

A. Submit the following Schedules and Records information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.

1. SCHEDULE OF SUBMITTALS (S.O.S.):

a. Follow the Instructions to the Contractor in the S.O.S (cover page of the Microsoft Excel form supplied by the State).
b. Confirm submittal items listed and indicate in the spaces following each item, the date the item will be submitted (Projected Transmittal Date).
c. Confirm critical submittals and long lead items identified by the Architect / Engineer. Identify and mark with “X” additional submittals deemed as critical or having long lead times. In addition to the date each item will be submitted, include

the date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for timely completion of the Work in accordance with the Project Schedule.

d. Notify the Director's Representative of modifications and/or additional submittals necessary for the project prior to requesting revisions with Submittal Exchange®.

2. SUBMITTALS WEBSITE LOG:

a. The submittal website log will be populated by Submittal Exchange® by means of the S.O.S.

b. Review the log and verify that all long lead items and critical submittals are properly indicated according to the latest version of the S.O.S. For each item to be submitted indicate the following:

1) In the "Date Expected" column insert the date the item will be submitted for review and approval (this is the same date as the S.O.S "Projected Transmittal Date").

2) In the "Date Requested on Site" column insert the date the item will be delivered to the project site (this is the same date as the S.O.S "Projected Delivery Date").

c. The submission date that is entered shall provide sufficient time for the item to be reviewed, ordered, delivered and installed for timely completion of the Work in accordance with the Project Schedule. The date entered for submittal of each item is the last day a deviation will be considered.

1.17 TRANSMITTALS

A. Submittal Transmittal (Form BDC 42) accessible from the OGS Web Site:

1. Furnish separate Form BDC 42 for each submitted item sent to Submittal Exchange® for review.

a. Contractor may utilize their own Transmittal Form (or Transmittal Letter) in lieu of utilizing the Form BDC 42, contingent on the Contractor's Transmittal Form includes all information and certifications required by Form BDC 42.

2. Clearly identify applicable specification section number of submitted item (product data, shop drawing, etc.) on the Form BDC 42.

B. All Contracts:

1. Transmit items designated in the Schedule of Submittals (and project Specifications) to the Submittal Exchange®.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300.0

SECTION 014100.01 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 COMPLIANCE

A. Comply with applicable regulatory requirements and various codes referenced in these specifications. Where conflicts exist between local, State, and/or Federal regulatory requirements, codes, or these specifications, advise the Director's Representative. The Director's Representative will assist in resolving the conflicts to the satisfaction of the regulatory agencies prior to commencing the Work.

1.2 UNIFORM CODE, ENERGY CODE, AND CONTRACTOR QUALIFICATIONS

A. All Work shall comply with OSHA (including site-specific safety plans required on all projects), and the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), which includes the publications incorporated by reference in Title 19 NYCRR Part 1219 through 1228:

1. 2025 Building Code of New York State (the "Building Code")
2. 2025 Mechanical Code of New York State (the "Mechanical Code")
3. 2025 Fire Code of New York State (the "Fire Code")
4. 2025 Existing Building Code of New York State (the "Existing Building Code")
5. All other standards referenced in 19 NYCRR Parts 1219 through 1228.

B. The contractor shall be aware of, and comply with, contractor requirements identified in the above-referenced codes and standards; for example, but not limited to:

1. OSHA (Occupational Safety and Health Administration).
2. 2025 Building Code Chapter 33 Safeguards During Construction.
3. 2025 Existing Building Code Chapter 15 Construction Safeguards.
4. 2025 Fire Code Chapter 33 Fire Safety During Construction and Demolition.
5. 2025 Fire Code Chapter 35 Welding and Other Hot Work (which governs safety during construction).

C. All Work shall comply with the 2026 Energy Conservation Construction Code of New York State ("Energy Code") promulgated pursuant to Article 11 of the New York State Energy Law. The Energy Code is contained in 19 NYCRR, Part 1240, and in the publications incorporated by reference in 19 NYCRR Part 1240. The publications incorporated by reference in 19 NYCRR Part 1240 include:

1. The publication entitled "2025 Energy Conservation Construction Code" published by International Code Council, Inc.
2. The publication entitled "ANSI / ASHRAE / IES Standard 90.1-2016, Energy Standard for Buildings Except Low-Rise Residential Buildings" published by American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc.
3. The other referenced standards mentioned and/or referred to in 19 NYCRR Part 1240.

1.3 STATE-REQUIRED PERMITS AND INSPECTIONS

A. No Work shall commence without a Construction Permit issued by the OGS Division of Codes and Construction Permitting. Contractors shall not file for and not pay for Construction Permits for Work located on New York State property.

B. New York Board of Fire Underwriters inspection or certificate is not required.

1.4 LISTINGS

A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark.

1. Alternately, any product listed and bearing the mark from one of the other Nationally Recognized Testing Laboratories (NRTL – as recognized by OSHA) shall be an acceptable alternative to being UL listed and marked if the listed product has been tested to the applicable standard.

1.5 FIRE-RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the "Standard for Fire Tests of Building Construction and Materials" for which Underwriters' Laboratories, Inc. (UL) provides listings.

1. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test, and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
2. Alternatively, fire resistance rating classifications by other issuing organizations listed in the New York State Uniform Fire Prevention and Building Code are acceptable.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014100.01

SECTION 015000.02 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide the construction facilities and temporary controls necessary for the Work, unless otherwise indicated.

1. The construction facilities and temporary controls specified to be provided by a particular Contract shall be kept operational by that Contractor for the Work of all related Contracts at all times Work is being performed by a Contractor.
2. The construction facilities and temporary controls specified to be provided by a particular Contractor shall be installed as soon after award of the Contract as necessary to enable the Work of each Contract to proceed on schedule and maintained until completion of the Work of all related contracts unless otherwise directed in writing.
3. Any Contractor who requires additions to the construction facilities and temporary controls specified to be provided by another Contractor, shall provide and maintain them.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Security: Section 015633.

1.3 TEMPORARY LIGHT AND POWER

A. Electric energy for temporary light and power is not available at the site. Provide portable electric source as required for the Work.

B. Provide temporary wiring and equipment in conformance with the National Electrical Code.

1.4 TEMPORARY WATER

A. Water will be made available for the Work without charge at source or sources directed within the limits of the existing supply and usage.

B. All Contracts: Prevent waste of water.

1.5 TEMPORARY TOILETS

A. Construction Work Contract: Provide toilet facilities for Contractor's and subcontractors employees engaged on the Project, including employees of other contractors. Locate toilets where directed and maintain them in a sanitary condition.

NUMBER OF EMPLOYEES	MINIMUM NUMBER OF FACILITIES
20 or less	1 toilet

NUMBER OF EMPLOYEES	MINIMUM NUMBER OF FACILITIES
20 or more	1 toilet and 1 urinal per 40 employees
200 or more	1 toilet and 1 urinal per 50 employees

*Toilet/Urinal Combinations shall count as only one facility.

1. Provide approved chemical or electric toilets.
2. Locate toilet facilities no more than 1000 feet from any work location.

    a. Exception: Mobile crews having readily available transportation to nearby toilet facilities.

1.6 PROTECTION OF WORK AND EXISTING PROPERTY

A. Protect installed Work and existing property during performance of the Work.

B. Maintain the building in a watertight condition during performance of the Work.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at wall projections, jambs, sills, and soffit of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects by covering them with durable sheet materials.

F. Protect smoke detectors from airborne dust and debris.

1. At the beginning of each work day, provide protective coverings over smoke detectors in areas where airborne dust and debris will be generated by the Work.
2. At the end of the work day, clean the areas in which the smoke detectors are located by whatever means necessary to assure that airborne dust and debris will not contaminate the smoke detectors, then remove protective coverings.
3. Provide signs, instructions, and alternate methods for reporting a fire during the periods that the smoke detectors are covered.
4. Notify the Director's Representative and have procedures approved.

G. Prohibit traffic or storage upon waterproofed and roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

H. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants within the grading limit lines. Do not deposit excavated materials or store building materials around trees or plants. Do not attach guy wires to trees.

I. Prohibit traffic from landscaped areas.

J. Cleaning tools of cementitious and other insoluble materials:

1. Do not wash tools in sinks or other sanitary drainage systems. Protect all drainage systems from debris that can clog or damage piping and fixtures.
2. Take all precautions necessary to prevent cementitious and other insoluble materials from flowing into floor drains.
3. Dispose of excess cementitious and other insoluble debris with the other rubbish.

1.7 BARRIERS AND ENCLOSURES

A. All Contracts: Provide barriers during performance of the Work to:

1. Prevent unauthorized entry to work areas.
2. Allow for State's occupancy of Site.
3. Protect existing facilities and adjacent properties from damage.
4. Protect vehicular and pedestrian traffic.

1.8 WATER CONTROLS

A. Provide and maintain pumping equipment necessary to keep the work areas free from water. Discharge water into existing storm drainage systems or otherwise disperse as directed.

1.9 FIRE PREVENTION

A. Take precautions necessary to prevent fires.

B. Fuel for cutting and heating torches shall be acetylene or LP-gas only and shall be contained in Underwriters Laboratory or Federal Department of Transportation approved containers.

C. Furnish and maintain a currently inspected 20 pound capacity multi-class A:B:C fire extinguisher in the immediate vicinity where welding tools or torches are in use.

D. Furnish and maintain a currently inspected fire extinguisher of the appropriate class and size whenever the temporary storage of materials changes that areas classification of fire load or life safety.

E. Do not use flammable liquids, other than those specified, within a building without the written approval from the Director's Representative.

F. Tarpaulins shall be flameproof and shall be securely anchored when attached to scaffolding or when used to enclose any portion of a building.

G. If required by the nature of the work and facility regulations, the Contractor shall obtain from the facility and pay all costs associated with "Hot Work Permits" including fire watches to execute the work of its contract. Perform hot work in accordance with the Fire Code of New York State and the Hot Work Program approved for the work. Prior to, during and after performing hot work, inspect the hot work area for compliance with the requirements of the permitted Hot Work Program.

1. Post signage “Caution: Hot Work In Progress - Stay Clear” in conspicuous locations warning others before they enter a hot work area where the area is accessible to persons other than the operator of the hot work equipment.

H. Include facility hot works permit program requirements in the project manual appendix.

1. See applicable facility permits and conditions bound in the Appendix.

1.10 TEMPORARY FIRE PROTECTION

A. If the existing building is to be partially occupied during the course of the project, all existing exits, fire walls, fire barriers and fire protection systems shall be continuously maintained in the occupied phases in compliance with the Fire Code of New York State. Comply with NFPA 241 for items not specifically addressed in the Fire Code of New York State.

B. Those portions occupied by the facility must be available for their use 24 hours a day, seven days a week during the contract period unless otherwise scheduled in these documents.

C. Prior to removal of existing fire walls, fire barriers and fire protection systems, if such removal is part of the work, install equivalent temporary fire walls, fire barriers and fire protection systems as defined in these documents and as approved by the Director’s Representative and/or the facilities representative.

D. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor. Install permanent fire walls, fire barriers and fire protection systems, if provided as part of the work, as soon as practical.

1.11 ACCESS ROADS

A. Routes of ingress and egress on the premises to the location of the Work shall be as directed.

B. Keep designated access roads clear of dirt and debris resulting from the Work.

C. Provide means of removing mud from vehicle wheels before entering paved roads.

1.12 PARKING

A. All Contracts:

1. Park vehicles in areas where directed.
2. Keep designated parking areas clear of dirt and debris resulting from the Work.
3. If requested, register vehicles which are to be parked at the Facility with the Facility Safety/Security Department.
4. Remove ignition key from unattended vehicles and lock doors.

1.13 RUBBISH REMOVAL

A. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at least once a day and more often if the rubbish interferes with the work of others or presents a hazard. Leave work areas broom clean, except where more stringent cleaning is specified, at the end of each day. Locate containerized rubbish on the Site where directed.

B. Remove rubbish from State property at least once a week and more often if the rubbish presents a hazard. Properly dispose of rubbish.

C. Burning of rubbish will not be permitted.

1.14 RELOCATION AND REMOVALS

A. Should a change in location of any construction facilities and temporary controls be necessary in order to progress the Work properly, remove and relocate such items as directed.

1. Electrical Work Contract: Frequently relocate/revise the temporary lighting as Contractors progress the Work of their contracts causing changes to the condition of the building (installation or relocation of walls, partitions, ceilings, equipment, etc.). Keep pace with the changes and maintain a minimum of 10 foot candles in each recomposed work area.

B. Remove the construction facilities and temporary controls when they are no longer required. Restore permanent facilities used for or connected to temporary facilities to their original condition or better.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 015000

SECTION 015633.01 - SECURITY

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Contract is being performed at a secure Correctional Facility.

B. Any reference to the Contractor, subcontractors, suppliers, and equipment manufacturers shall mean those entities and any/all of their employees.

C. Contractor and any subcontractors, suppliers and equipment manufacturers must comply with and adhere to the Facility's security regulations. A copy of the Facility's security regulations will be distributed at the initial job meeting.

1. Any situation not covered by the Facility's security regulations should be brought to the attention of the Director's Representative, the Corrections Officer, and any assigned Facility staff.

1.2 SCHEDULING FOR CORRECTION OFFICER COVERAGE

A. If at any time a contractor or subcontractor is performing work within the secure perimeter of a Correctional Facility, Correction Officer coverage will be provided as deemed appropriate by the Deputy Superintendent for Security ("DSS").

1. If the construction site is within a control fenced area, which is an area inaccessible to inmates outside the Facility's secure perimeter, or when construction sites are in close proximity to one another or to an existing post, then the DSS will modify the amount of security coverage or determine if security coverage is necessary.
2. In all cases, sufficient security coverage will be provided to maintain the project schedule and to ensure that the Facility's security requirements are met.

B. Contractor must notify the Director's Representative, at least 48 hours in advance of each day's activities, regarding the number of crews that will be working and when and where they will be working.

1. Failure to work the number of crews for the times and areas as scheduled shall make the Contractor liable for the additional costs to the State for Correction Officer coverage resulting from such changes, unless 48 hours advance notice has been given for any changes that affect Correctional Officer coverage.

1.3 SECURITY REGULATIONS

A. Background Security Checks: The Work of this contract is being performed at a secure Correctional Facility. Contractors' and Subcontractors' employees at the Facility will be

fingerprinted without charge by the Facility I.D. Officer and shall be subject to the approval of the NYS Department of Corrections and Community Supervision ("DOCCS").

1. As a result of information gained through fingerprinting, anyone deemed inappropriate to work in a correctional facility will not be allowed access to the Work site. Former inmates of the New York State correctional system or that of another state, or any county, city, or federal government correctional system, may not be permitted inside a correctional facility, unless they are reviewed and approved by the Facility Superintendent, in consultation with the assigned Facility Operations Assistant Commissioner.
2. Contractors should anticipate that it could take up to two weeks for DOCCS to complete required security background checks as described above.

B. Work Hours: The Contractor will have a full eight hours of access to the Work site each day. In addition to the eight hours that the Contractor will have at the Work site, the Contractor shall anticipate that it will take a total of one and one half hours of extra processing time each day for entrance into and departure from the Work site.

1. The actual time when Contractor's employees, including truck drivers, may enter and leave the Facility will be established by the Facility. Employees who are more than 15 minutes late for their scheduled entrance time may be denied entry, with the exception of the Construction Superintendent.
2. Employees, other than approved superintendents and truck drivers, will not be allowed to leave the Facility during the workday, and will be required to bring their lunches and eat in the Work areas.

C. Identification Cards: Two photo identification cards will be furnished and maintained by the Facility for all employees, including subcontractors' employees.

1. One card will be issued to each person for use at all times while on Facility property and returned upon exiting Facility premises.
2. The duplicate card will be retained by the Facility for their file.
3. Additionally, each person entering the Facility shall be hand stamped using the ultraviolet hand-stamping technique, shall sign a logbook to indicate the time entering and leaving the Facility, and will be processed into the Facility via a walk-through metal detector, a hand-held metal detector, or the use of a Cellsense detector.

D. Civilian Clothing:

1. No clothing shall be unattended on Facility property.
2. No clothing shall be left behind at the Facility.
3. All additional clothing must be removed from the Facility daily.
4. Each contractor will be responsible for personal clothing.
5. Any loss of such clothing must be reported to the Corrections Officer on duty.
6. Green clothing may not be worn by Contractor's personnel.
7. Excessive civilian clothing will not be allowed on Facility premises at any time.

E. Controlled Substances: Alcoholic beverages or illegal drugs of any kind will not be allowed on Facility premises.

1. Prescription medications must be brought to the attention of security personnel upon arrival.
2. A single day supply of prescription medicine will be allowed into the Facility.
3. Persons under the influence of illegal drugs or alcohol will not be allowed into the Facility and may be permanently removed from the construction project.

F. Weapons: Firearms, ammunition, knives, or other weapons (including mace or pepper spray), handcuff keys, and explosives will not be allowed on Facility premises at any time.

G. Contact with Inmates: Contact, communication, or exchange of any article with inmates is strictly prohibited. Any attempts by inmates to contact or communicate with contractors must be reported immediately to the Correction Officer on duty.

H. Emergency Event Procedures:

1. In the event of an emergency of any kind, which may interfere with the welfare or operation and security of the Facility or its personnel, the Facility reserves the right to stop Work for a period of time.
2. During this period, Contractors shall remain in designated areas and shall follow directions of the Correction Officer(s) or Facility Employee(s) on duty.
3. Failure to follow direction will not be tolerated and may result in removal from the Facility.

I. Tools and Equipment:

1. The Contractor's workers must daily provide and maintain with the DSS and the Tool Control Officer a complete itemized inventory of all tools entering and leaving the Correctional Facility.

    a. All tools must be removed from the Facility daily.
    b. The contractor's workers shall assist security staff in checking tools in and out of the Facility and assume responsibility for the tools daily.
    c. All contractors and subcontractors, employees, tools, materials, and vehicles entering a secured area must be checked in and out through an area designated by the Facility (i.e., Sally Port) daily.
    d. Facility staff must be notified immediately if a tool is discovered missing.
    e. Make every effort to limit the number of tools brought into the Facility.
    f. Only appropriate tools that are anticipated to be required for the current project should be included in the tool inventory.
    g. DOCCS Form No. 4071B "Tool Accountability for Outside Contactors" will be utilized for signature by DOCCS staff to document the approval and accuracy of the submitted daily tool inventory. Staff will account for the tools every day by signing this form prior to the contractor exiting the Facility. The form will then be attached to the tool inventory and placed in the tool container with a copy to the Facility DSS.

J. Project Documents: Blueprints, contract documents, and project reference documents are regarded as secure information and shall be inventoried, manifested, and handled accordingly. All such project documents are to be secured, accounted for, and turned over to the Facility at the conclusion of the project. In exceptional circumstances, other arrangements for secure storage, handling, and accountability of these documents may be made if approved by the DSS.

K. Electronic Devices: Cellular phones, wireless phones, tablets, pagers, laptop computers, personal digital assistants, any device with global positioning (GPS) capabilities, any device with audio recording capabilities, cameras, electronic cigarettes or other similar devices, are regulated as described below:

1. Phones:

    a. The possession of cell phones within the secure perimeter is strictly prohibited.
    b. The use of cell phones outside the secure perimeter is permitted.
    c. Phone access will be provided to the Contractor, who will be responsible for the cost of all calls at a predetermined price per minute.
    d. If a communication device is approved for use on Facility property by the Facility Superintendent or designee for a specific task, it must be placed on the contact tool inventory list, and strictly accounted for.
    e. If a phone is allowed for use at the Facility as stated above, it must be removed from the Facility on a daily basis. Such a device must not interfere in any way with any of the DOCCS radio systems.

2. Radios: Radios require approval for use on Facility property by the Superintendent for a specific task. If approved, radios must be strictly accounted for and removed from the Facility on a daily basis and cannot interfere in any way with any of DOCCS Facility radio systems.
3. Laptop Computers: Laptop computers (with or without modems) will be allowed when necessary for the installation, maintenance, or repair of equipment. They must be removed each day from the Work site and be placed on the tool inventory list. A request for use must be approved and included on a daily gate pass.
4. Pagers: Only those pagers necessary for the performance of the Project will be allowed and require prior approval by the Facility Superintendent or designee.
5. Cameras: Cameras will be allowed when necessary for the performance of the work project, only upon approval of the Facility Superintendent or designee for a specific purpose that is noted on the gate clearance.

    a. Photographs taken on facility grounds will be reviewed by security staff designated by the Facility DSS.
    b. All cameras must be removed daily from the Facility.

6. Vehicles: Any vehicles equipped with GPS, Navigation, cell phone, and internet systems are subject to all electronic device requirements and provisions as identified above.

L. Control of Vehicles and Heavy Equipment:

1. All Contractor vehicles and heavy equipment must be removed from secure areas daily.
2. Parking of vehicles on State property will be permitted only in those areas designated by the Facility, if available.
3. All vehicles left unattended on Facility grounds must have windows closed, ignition off, doors and trunks securely locked with keys removed at all times and must be equipped with a steering wheel lock and locking fuel caps or a siphon-proof gas tank inlet.
4. Vehicles are subject to search while on Facility property with the owner/operator present.
5. All speed limits must be adhered to on Facility grounds.

6. Vehicles and construction equipment that could be employed to effect an escape, or to breach the perimeter controls of a facility, shall be stored in a secure area outside the Facility (secure perimeter) where practical. When heavy equipment must be left inside the Facility, it shall be disabled in accordance with the Facility regulations.
7. No vehicle will be allowed access to any other area without proper authorization.
8. Pickup Trucks:

    a. Open beds of pickup trucks must be empty.
    b. All areas of pickup trucks with bed caps or covers, and enclosed trailers, must be able to be secured.

9. Heavy Equipment must be disabled as directed by Facility personnel.

M. Containers: When Conex boxes and large trash containers are filled up while being utilized at a correctional facility as part of a construction project, they must remain at the facility for two facility counts before they can be removed. Containers will be thoroughly searched by security staff before being removed from the Facility.

N. Fire and Safety

1. Handling of Combustible Materials:

    a. Open fires at the construction site will not be permitted.
    b. Surplus dirt, rubbish, and waste material, particularly combustible materials such as paper, packing boxes, cardboard, or scrap lumber, must be removed from the premises each night or more often as directed.
    c. The Work site must be cleaned daily of all debris that would jeopardize the safety and security of the Facility.
    d. Any work that would constitute a fire hazard or related breach to security at the Facility must be addressed to the satisfaction of the DSS or designee prior to the end of the work day.

2. Caustic and Volatile Materials:

    a. Gasoline, oil, or other fuels must be stored as directed.
    b. Proper precautions must be taken as directed by the DSS.
    c. Safety Data Sheets (SDS) must be provided by the Contractor prior to any Work on the project.
    d. Flammable materials must be contained in approved cans while being carried throughout the Facility.
    e. The Deputy Superintendent for Administration ("DSA") will advise outside contractors of any hazardous chemicals/materials that may be encountered in the normal course of their Work at the Facility.
    f. During initial job meetings with outside contract workers, the DSA or designee will review hazardous chemicals/materials that the Contractor may use, to ensure that the products are properly accounted for and secured when not in use.
    g. The Work site must be cleaned daily of all debris that would jeopardize the safety and security of the Facility. Any work actions that would constitute a breach to the security of the Facility must be addressed to the satisfaction of the DSS prior to the end of the work day.

3. Smoking: No smoking is allowed indoors.
4. Confined Space Entry:

    a. Contractors are responsible for their own confined space entry, equipment, and rescue procedures.
    b. When contractors are working in a permit-required space, they must notify the Facility permit issuer and obtain a permit from the Facility designee prior to the entry. No permit is issued for more than one shift.
    c. The Contractor shall debrief the Facility permit issuer of any hazards that were confronted or created in the permit spaces.

5. Lockout/Tagout: Contractors will be required to follow Facility electrical lockout/tagout procedures prior to performing Work. These procedures must be reviewed by the Facility Plant Superintendent, or Facility designee.
6. Safety: Contractors will be required to adhere to OSHA standards and practices to ensure a safe work environment.
7. Debris Inspection: Any dirt, rubbish, and construction debris will be thoroughly inspected by DOCCS personnel prior to being removed from the Facility. Any container with construction debris left unattended (such as dumpsters) will be held inside the Facility through a facility count before its removal from the Facility will be allowed.
8. Right to Know: The DSA will advise Contractors of hazardous chemicals/materials, if any, that may be encountered in the normal course of their Work at the Facility. During initial job meetings, the DSA or designee will review hazardous chemicals/materials that the Contractor may use to ensure that the products are properly accounted for and secured when not in use.

O. Ladders:

1. All ladders must be removed by the Contractor from secure areas on a daily basis.
2. Ladders must be secured by chain and locked to a stationary object when not in use or in a secure area.
3. A ladder inventory, by size, shall be maintained by the Contractor's representative in charge of the Work areas.
4. A copy of the inventory shall toshall be sent to the DSS and the Facility's Tool Control Supervisor.

P. Scaffolding:

1. All scaffolding must be secured by chain and locked to a stationary object when not in use or in a secure area.
2. Smaller scaffolding rigs (i.e., Bakers-style scaffolding) must be removed from secure areas on a daily basis.
3. A scaffolding inventory, by component, shall be maintained by the Contractor's representative in charge of the Work areas.
4. A copy of the scaffolding inventory shall toshall be sent to the DSS and Facility's Tool Control Supervisor.

Q. Materials and Equipment:

1. Storage of building materials and equipment on Facility premises will be permitted in areas designated by the Facility Superintendent or designee.
2. The Facility will not receive, unload, or store any items or materials, tools, or equipment for the Contractor's workers.
3. Shipments of materials and supplies for the Project may not be delivered to the Facility for receipt by Facility personnel, with the exception of security equipment (i.e. keys and locks), which must be shipped directly to the Facility arsenal.
4. All materials and equipment used on the project must be delivered by the Contractor into the Facility through the designated gate and the Contractor must exit the Facility through the same gate.
5. Use of institutional equipment or inmate labor is not permitted.
6. The Work area must be cleaned daily of debris and materials that would jeopardize the safety and security of the Facility, as determined by the Facility Superintendent or designee.
7. Work actions by the Contractor that would constitute a breach of the Facility's security, as determined by the Facility Superintendent or designee, must be addressed to the satisfaction of the DSS prior to the end of the work day.

R. Contractors and Related Employees

1. The Office of General Services (OGS) Engineer-In-Charge will act as a liaison between the Facility and the Contractor.
2. The hiring of help, and meetings regarding the hires, are to take place outside the institutional ground at the choice of the interested parties.
3. Each of the Contractor's workers will be issued a copy of Form No. 4071A "Guidelines for Construction Projects." These guidelines and this directive must be explained to each contract worker for the contracting company by a DOCCS employee. All contractors will acknowledge receipt of this directive and the information in Form No. 4071A by signature on page 6 of the form.
4. Job stewards are to discuss labor relations outside the Facility, away from the premises. Representatives of labor organizations will not be permitted in the construction area unless accompanied by a foreman for the Contractor or OGS with approval of the Superintendent or designee.
5. Any person visiting the construction site other than an authorized Contractor or employee must be approved prior to their arrival by the Superintendent or designee. Construction overtime will not be permitted without the prior consent of OGS in consultation with the Facility Superintendent, the DSS, or designee, allowing for sufficient time for DOCCS to provide proper security coverage.
6. Gifts or gratuities to New York State employees are prohibited.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 015633

SECTION 016500 – MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Specific requirements pertaining to materials and equipment specified elsewhere are additional to the provisions of this Section.

1.2 PRODUCT LABELS

A. When materials or equipment are specified to conform to ASTM, Federal or other reference specifications, the materials delivered to the site shall bear the manufacturer's printed labels stating that the materials meet the requirements of such referenced specifications.

1.3 TRANSPORTATION AND HANDLING

A. Deliver factory packaged materials and equipment in the manufacturer's original containers.

B. Transport and handle materials and equipment in such a manner as to prevent their damage.

C. Arrange for delivery of materials and equipment during the hours of the day established by the Director's Representative.

D. Have workers available to receive and unload materials and equipment delivered to the site. Do not deliver, or have delivered, any materials and equipment to the site unless such forces are available.

E. Facility personnel are not authorized to sign for receipt of Contractor's material or equipment.

1.4 STORAGE AND PROTECTION

A. Neatly pile, store, protect, and secure materials and equipment in locations where directed.

B. Protect materials and equipment subject to damage by temperature or other weather conditions.

C. Do not store volatile liquids in a State building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 016500

SECTION 017329 – REMOVALS, CUTTING, AND PATCHING

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

A. Rubbish Removal: Section 015000.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to remain the Property of the State.

1.3 PROJECT CONDITIONS

A. Existing Conditions: Do not disturb existing structures, construction, materials or equipment unless required by the Contract.

1. Do not cut, drill, or remove structural members such as joists, beams or columns supporting construction that is to remain unless expressly required by the Contract Documents.

B. Existing Paint: A lead survey was performed on existing surfaces for the presence of lead based paints. A list of the surfaces tested and the results of the survey are in Document 003126. Take precautions as required to prevent the spread of lead containing particles and dust.

1. Assume existing painted surfaces that have not been tested to contain lead based paint. Take precautions as required to prevent spread of lead containing particles and dust.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Match the appearance and performance of existing corresponding materials as closely as practicable, unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to cutting, drilling or removal, investigate both sides of the surface involved. Determine the exact location of structural members.

B. If unforeseen obstructions are encountered, take precautions necessary to prevent damage and obtain instructions from the Director's Representative before proceeding with the Work.

3.2 PREPARATION

A. Provide temporary shoring and other supports necessary to prevent settlement or other damage to existing construction which is to remain.

B. Prepare existing surfaces properly to receive and, where required, bond with the Work.

3.3 REMOVALS, CUTTING, AND ALTERING

A. In addition to the items indicated to be removed on the Drawings, remove existing construction superseded by the Work except items such as pipes, conduits, recessed boxes, and ducts which are built into existing construction that is to remain. Cut off and conceal such items at face of remaining construction. Provide cover plates on recessed boxes.

B. Remove and alter existing construction as required to install and connect the Work to adjacent construction in an approved manner.

C. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw cut other openings where possible.

D. Perform cutting, drilling, and removals in a manner which will prevent damage to construction which is to remain.

3.4 PATCHING

A. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered. Finish patched surfaces to match existing adjacent surfaces as closely as practicable.

B. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of the existing construction.

C. Where surfaces exposed by removals are to remain as exposed surfaces, paint such areas to match existing adjacent surfaces as closely as practicable using same type of paint.

3.5 REINSTALLATION

A. Where reinstallation of removed items is indicated, reinstall them to a condition equal to or better than their condition before removal.

END OF SECTION 017329

SECTION 017716 – CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other provisions pertaining to this Section are included in Article 9 of the General Conditions.

1.2 CONTRACT CLOSEOUT INSPECTIONS

A. The following 3 inspections will be made in addition to the normal inspections to ensure that all Contract requirements are met and that the Work is complete and acceptable. The purpose of each of these inspections is to furnish the Contractor a written list of Contract exceptions, omissions, and incompletions so that the Work can be progressed to timely completion in accordance with the Contract Documents.

1. Detailed Inspection: The "Detailed Inspection" will be made when the Work is substantially complete. A copy of the detailed inspection list will be furnished to the Contractor. When this inspection progresses over any length of time, copies of the list will be furnished as the inspection progresses so that the Contractor may proceed with the required Work without delay.
2. Final Inspection: The Contractor will be advised by letter of the date and time of final inspection. A copy of the final inspection list containing all incomplete or unsatisfactory items and the time allowed to complete the Work will be furnished to the Contractor.
3. Joint Inspection for Physical Completion: The joint inspection for physical completion may be made to verify completion of the exception items listed on the final inspection list so that the physical completion date (defined in the General Conditions) may be established.

1.3 FINAL CLEANING

A. Perform final cleaning prior to joint inspection for physical completion. Leave the premises in a neat, unobstructed condition, the work areas broom clean (except where more thorough cleaning is specified), and everything in perfect repair and adjustment.

B. Clean site; sweep paved areas, rake clean landscaped surfaces.

C. Remove tools, equipment, waste and surplus materials, rubbish, and construction facilities from the premises as soon as possible upon completion of the Work.

1.4 PROJECT RECORD DOCUMENTS

A. Maintain on site, 2 sets of the following record documents; record actual revisions to the Work.

1. Contract Drawings.

2. Project Manual.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.

B. Store record documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including.

1. Measured depths of foundations in relation to finish (first) (main) floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract Drawings.

E. Construction Work Contract, Protected EPDM Roofing System Work, Section 075553: Maintain, at the site, 2 sets of the membrane manufacturer's sheet layout drawings for recording joint locations. Mark up the drawings in red as follows.

1. Show the actual size of membrane sheets.
2. Dimension the location of end and edge joints, and factory and field fabricated patches in the membrane. Show dimensions taken from fixed locations such as parapet walls, gravel stops, etc. Dimensions shall be accurate to within one foot.
3. Show the type and location of penetrations through the roof.

F. Upon completion of the work, create electronic versions of the project record documents. Black and white documents are to be scanned into TIFF format using CCIT Group 4 compression. Documents with color, which include black line documents with color notations, are to be scanned into TIFF format using a minimum of 8 colors and "packbits" compression test.

1. The scanned images are to be put on a USB flash drive using NTFS/NTFS5 format. Name the electronic files with the same name as the drawing. Create a folder on the USB flash drive for each trade and one for Shop Drawings.
2. Label the USB flash drive with the project number, name, and title as it appears on the project manual cover. If there is more than one USB flash drive include notation to that effect on the label; i.e., 1 of 3, 2 of 3, 3 of 3. The project record documents, and USB flash drive(s) are to be turned over to the Director's Representative.

G. Applications for progress payments will not be approved if the record documents are not kept current. Application for final payment will not be approved until the project record documents are delivered to the Director's Representative.

1.5 OPERATION AND MAINTENANCE DATA

A. Prepare 2 sets comprised of 8-1/2 x 11 inch text pages bound in capacity expansion binders with durable plastic covers identified with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required. Prepare a printed Table of Contents for each volume, with each product or system description identified. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs:

Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.

Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:

1. Significant design criteria.
2. List of equipment.
3. Parts list for each component.
4. Operating instructions.
5. Maintenance instructions for equipment and systems.
6. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Air and water balance reports.
3. Certificates.
4. Photocopies of warranties.

B. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with the Director's comments. Revise content of documents as required prior to final submittal.

C. Submit 2 volumes prior to final Application for Payment.

1.6 WARRANTIES

A. Furnish warranty certification and copies of warranties that extend beyond the one year period required by the General Conditions. Warranties submitted without warranty certification will not be accepted.

1. Warranty Certification: Written certification from the warrantor that invoices for installation, service, supplies, and warranty fees have been paid in full to persons or firms due payment, and that the warranty is in effect and non-retractable due to any of the specified conditions.

B. Prepare printed Table of Contents and assemble warranty certifications and warranty copies in a binder with a durable plastic cover.

C. Deliver the binder to the Director's Representative prior to final Application for Payment.

D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, indicating date of acceptance as start of warranty period.

E. Applications for final payment will not be approved until the warranty certification and warranty documents are delivered to the Director's Representative.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

A. Label and deliver spare parts, maintenance items, and extra materials to the Site. Place in locations as directed.

1. Include "NOT FOR WARRANTY REPAIRS" on the labels.
2. Obtain receipt prior to final payment.

B. Do not use the spare parts and maintenance materials required by the Contract Documents to remedy defects during the one-year period described in Paragraph 9.8 of the General Conditions except when approved otherwise by authorized Facility Representative. In such cases, replace items used.

C. Furnish the names, business addresses, and telephone numbers of fully equipped authorized service organizations to the Director's Representative.

D. Applications for final payment will not be approved until these items are delivered to the Director's Representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017716

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Copper building wire.
2. Connectors and splices.

1.3 DEFINITIONS

A. PV: Photovoltaic.

B. RoHS: Restriction of Hazardous Substances.

C. VFC: Variable-frequency controller.

1.4 SUBMITTALS

A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

B. Manufacturer’s installation instructions shall be provided along with product data.

C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).

D. Product Data: For each type of product.

E. Product Schedule: Indicate type, use, location, and termination locations.

F. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

G. Qualification Data: For manufacturer's authorized service representative.

H. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

B. Qualifications: The persons performing the Work of this Section and their supervisor shall be personally experienced in electrical work and shall have been regularly performing such work for a minimum of 3 years.

C. UL Listing: Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service shall be listed and bear the listing mark.

D. Underwriter's Certificate: A New York Board of Fire Underwriters inspection or certificate is not required.

E. Equipment Qualifications For Products Other Than Those Specified:

1. At the time of submission provide written notice to the Director of the intent to propose an "or equal" for products other than those specified. Make the "or equal" submission in a timely manner to allow the Director sufficient time to review the proposed product, perform inspections and witness test demonstrations.
2. If products other than those specified are proposed for use furnish the name, address, and telephone numbers of at least 5 comparable installations that can prove the proposed products have performed satisfactorily for 3 years. Certify in writing that the Director's Representative owners of the 5 comparable installations will allow inspection of their installation by the Director's Representative and the Company Field Advisor.

a. Make arrangements with the Director's Representative owners of 2 installations (selected by the Director) for inspection of the installations by the Director's Representative. Also obtain the services of the Company Field Advisor for the proposed products to be present. Notify the Director a minimum of 3 weeks prior to the availability of the installations for the inspection, and provide at least one alternative date for each inspection.
b. Only references from the actual Director's Representative owner or Director's Representative owner's representative (Security Supervisor, Maintenance Supervisor, etc.) will be accepted. References from dealers, system installers or others, who are not the actual Director's Representative owners of the proposed products, are not acceptable.

1) Verify the accuracy of all references submitted prior to submission and certify in writing that the accuracy of the information has been confirmed.

3. The product manufacturer shall have test facilities available that can demonstrate that the proposed products meet the contract requirements.

a. Make arrangements with the test facility for the Director's Representative to witness test demonstrations. Also obtain the services of the Company Field Advisor for the proposed product to be present at the test facility. Notify the Director a minimum of 3 weeks prior to the availability of the test facility, and provide at least one alternative date for the testing.

4. Provide written certification from the manufacturer that the proposed products are compatible for use with all other equipment proposed for use for this system and meet all contract requirements.

F. Company Field Advisor: Secure the services of the cable manufacturer's Company Field Advisor for a minimum of 4 working hours at the contract site for the following:

1. Witness installation of at least one splice and termination by each person who will be doing the actual cable splice and termination.
2. Certify with an affidavit that the aforementioned particulars are satisfactory and the cable is installed in accordance with cable manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated, and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Cerro Wire LLC.
2. General Cable Technologies Corporation.
3. Southwire Company.
4. Or equal.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.

E. Conductor Insulation:
1. Type RHH and Type RHW-2: Comply with UL 44.
2. Type USE-2 and Type SE: Comply with UL 854.
3. Type TC-ER: Comply with NEMA WC 70/ICEA S-95-658 and UL 1277.
4. Type THHN and Type THWN-2: Comply with UL 83.
5. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
6. Type XHHW-2: Comply with UL 44.

F. Shield:

1. Type TC-ER: Cable designed for use with VFCs, with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire, and sunlight- and oil-resistant outer PVC jacket.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. 3M Electrical Products.
2. Appleton - O-Z/Gedney; Emerson Electric Co., Automation Solutions.
3. Ideal Industries, Inc.
4. Or equal.

C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper or Bronze.
2. Type: One or Two hole with standard barrels.
3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders:

1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
2. Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits:
1. Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

C. VFC Output Circuits Cable: Extra-flexible stranded for all sizes.

D. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

E. PV Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type XHHW-2, single conductors in raceway.

B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.

E. Feeders in Cable Tray: Type THHN/THWN-2, single conductors in raceway.

F. Exposed Branch Circuits, Including in Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION, GENERAL

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

3.8 FIELD QUALITY CONTROL

A. Administrant for Tests and Inspections:

1. OwnerDirector's Representative will engage qualified testing agency to administer and perform tests and inspections.

B. Tests and Inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.

2. Perform each of the following visual and electrical tests:

   a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
   b. Test bolted connections for high resistance using one of the following:

      1) A low-resistance ohmmeter.
      2) Calibrated torque wrench.
      3) Thermographic survey.

   c. Inspect compression-applied connectors for correct cable match and indentation.
   d. Inspect for correct identification.
   e. Inspect cable jacket and condition.
   f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
   g. Continuity test on each conductor and cable.
   h. Uniform resistance of parallel conductors.

C. Cables will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Aluminum slotted support systems.
3. Conduit and cable support devices.
4. Support for conductors in vertical conduit.
5. Structural steel for fabricated supports and restraints.

1.3 SUBMITTALS

A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

B. Manufacturer's installation instructions shall be provided along with product data.

C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).

D. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Slotted support systems, hardware, and accessories.
b. Clamps.
c. Hangers.
d. Sockets.
e. Eye nuts.
f. Fasteners.
g. Anchors.
h. Brackets.

2. Include rated capacities and furnished specialties and accessories.
3. Hangers. Include product data for components.
4. Slotted support systems.

5. Equipment supports.

E. Delegated-Design Submittal: For hangers and supports for electrical systems.

1. Include design calculations and details of hangers.

F. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

1. Suspended ceiling components.
2. Ductwork, piping, fittings, and supports.
3. Structural members to which hangers and supports will be attached.
4. Size and location of initial access modules for acoustical tile.

G. Seismic Qualification Data: Certificates, for hangers and supports for electrical equipment and systems, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

H. Welding certificates.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M.
2. AWS D1.2/D1.2M.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-(10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Atkore International (Unistrut).
b. Eaton (B-line).
c. nVent (CADDY).
d. Or equal.

2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
3. Material for Channel, Fittings, and Accessories: [Galvanized steel] [Plain steel] [Stainless steel, Type 304] [Stainless steel, Type 316].
4. Channel Width: Selected for applicable load criteria .
5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Aluminum Slotted Support Systems: Extruded-aluminum channels and angles with minimum 13/32-inch- (10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Atkore International (Unistrut).
    b. Cooper Industries, Inc.
    c. Flex-Strut Inc.
    d. Or equal.

2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
3. Channel Material: 6063-T5 aluminum alloy.
4. Fittings and Accessories Material: 5052-H32 aluminum alloy.
5. Channel Width: Selected for applicable load criteria .
6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.

E. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1) Hilti, Inc.
2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
3) MKT Fastening, LLC.
4) Or equal.

2. Mechanical-Expansion Anchors: Insert-wedge-type, [**zinc-coated**] [**stainless**] steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1) Eaton (B-line).
2) Hilti, Inc.
3) ITW Ramset/Red Head; Illinois Tool Works, Inc.
4) Or equal.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325 (Grade A325M).
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:

1. NECA 1.
2. NECA 101
3. NECA 102.
4. NECA 105.
5. NECA 111.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least **25** percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with [two-bolt conduit clamps] [single-bolt conduit clamps] [single-bolt conduit clamps using spring friction action for retention in support channel].

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT and RMC may be supported by openings through structure members, according to NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
3. To Existing Concrete: Expansion anchor fasteners.
4. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
5. To Steel: [Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts] [Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69] [Spring-tension clamps].
6. To Light Steel: Sheet metal screws.
7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 033000 "Cast-in-Place Concrete."

C. Anchor equipment to concrete base as follows:

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Boxes, enclosures, and cabinets.

1.3 DEFINITIONS

A. ARC: Aluminum rigid conduit.

B. GRC: Galvanized rigid steel conduit.

C. IMC: Intermediate metal conduit.

1.4 SUBMITTALS

A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

B. Manufacturer’s installation instructions shall be provided along with product data.

C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).

D. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

E. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

F. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

1.5 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Allied Tube & Conduit Corp.
    b. Western Tube & Conduit Corp.
    c. Wheatland Tube Co.
    d. Or equal.

2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

3. EMT: Comply with ANSI C80.3 and UL 797.
4. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Cooper/Crouse-Hinds.
    b. OZGedney Co.
    c. Thomas & Betts Corp.
    d. Or equal.

2. Comply with NEMA FB 1 and UL 514B.
3. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
4. Fittings, General: Listed and labeled for type of conduit, location, and use.
5. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
6. Fittings for EMT:

    a. Material: Steel.
    b. Type: Setscrew or compression.

7. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
8. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

1.6 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Cantex, Inc.
    b. Carlon.
    c. National Pipe & Plastic Inc.
    d. Or equal.

2. Listing and Labeling: Nonmetallic conduit shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. Fiberglass:

    a. Comply with NEMA TC 14.
    b. Comply with UL 2515 for aboveground raceways.
    c. Comply with UL 2420 for belowground raceways.

4. ENT: Comply with NEMA TC 13 and UL 1653.
5. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
6. LFNC: Comply with UL 1660.
7. Rigid HDPE: Comply with UL 651A.
8. Continuous HDPE: Comply with UL 651A.
9. Coilable HDPE: Preassembled with conductors or cables and complying with ASTM D3485.
10. RTRC: Comply with UL 2515A and NEMA TC 14.

B. Nonmetallic Fittings:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Cantex, Inc.
    b. Carlon.
    c. National Pipe & Plastic Inc.
    d. Or equal.

2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

    a. Fittings for LFNC: Comply with UL 514B.

4. Solvents and Adhesives: As recommended by conduit manufacturer.

1.7 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Appleton - O-Z/Gedney; Emerson Electric Co., Automation Solutions.
2. Eaton (Crouse-Hinds).
3. Hubbell Incorporated.
4. Or equal.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.

E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep)

I. Gangable boxes are prohibited.

1.8 NAMEPLATES AND TAGS

A. General: Precision engraved letters and numbers with uniform margins, character size minimum 3/16 inch high.

1. Phenolic: Two color laminated engraver's stock, 1/16 inch minimum thickness, machine engraved to expose inner core color (white).
2. Aluminum: Standard aluminum alloy plate stock, minimum .032 inches thick, engraved areas enamel filled or background enameled with natural aluminum engraved characters.
3. Materials for Outdoor Applications: As recommended by nameplate manufacturer to suit environmental conditions.

PART 2 - EXECUTION

2.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: RNC, Type EPC-40-PVC.
2. Concealed Conduit, Aboveground: RNC, Type EPC-40-PVC.
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFNC.
4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Indoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: IMC. Raceway locations include the following:

    a. Loading dock.
    b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    c. Spaces accessible by unescorted incarcerated individuals.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: IMC.

C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

2.2 INSTALLATION

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.

D. Do not fasten conduits onto the bottom side of a metal deck roof.

E. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

F. Complete raceway installation before starting conductor installation.

G. Arrange stub-ups so curved portions of bends are not visible above finished slab.

H. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

I. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

J. Support conduit within 12 inches (300 mm) of enclosures to which attached.

K. Stub-Ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

M. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

O. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

P. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

Q. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

R. Comply with manufacturer's written instructions for solvent welding RNC and fittings.

S. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.

2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

T. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to bottom of box unless otherwise indicated.

U. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.

V. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

W. Locate boxes so that cover or plate will not span different building finishes.

X. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

Y. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

Z. Set metal floor boxes level and flush with finished floor surface.

AA. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

BB. Box Schedule for Concealed Conduit System:

1. Non-Fire Rated Construction:

   a. Depth: To suit job conditions and comply with NFPA 70 Article 370.
   b. For Junction and Pull Boxes: Use galvanized steel boxes with flush covers.

CC. Conduit Installed Exposed:

1. Install conduit exposed where indicated on the drawings. If not indicated, conduit may be installed exposed, as approved, in:

   a. Unfinished spaces, and finished spaces housing mechanical or electrical equipment that is generally accessible only to facility maintenance personnel.
   b. Areas where existing conduits have been installed exposed.
   c. Areas where conduit cannot be installed concealed.

2. Install conduit tight to the surface of the building construction. Exception:

   a. Where otherwise indicated or directed.

3. Install vertical runs perpendicular to the floor.
4. Install runs on the ceiling perpendicular or parallel to the walls.
5. Install horizontal runs parallel to the floor.
6. Do not run conduits near heating pipes.
7. Installation of conduit directly on the floor will not be permitted.

DD. Box Schedule for Exposed Conduit System:

1. Dry and Damp Locations: Use zinc electroplate or hot dipped galvanized threaded type malleable iron or cast iron alloy outlet, junction, and pullboxes or conduit bodies provided with a volume marking in conjunction with ferrous raceways unless otherwise specified or indicated on the drawings.

    a. Galvanized steel boxes may be used in conjunction with conduit sizes over 1 inch in non-hazardous dry and damp locations.
    b. Galvanized steel boxes may be used in conjunction with electrical metallic tubing where it is allowed (specified) to be installed exposed as branch circuit conduits at elevations over 10’-0” above finished floor.

2. Wet Locations: Use threaded type malleable iron or cast iron alloy outlet junction, and pullboxes or conduit bodies (provided with a volume marking) with hot dipped galvanized or other specified corrosion resistant coating in conjunction with ferrous raceways unless otherwise specified or indicated on the drawings.

    a. Use corrosion resistant boxes in conjunction with plastic coated rigid ferrous metal conduit.

3. Finishing Collar or Combination Finishing Collar/Outlet Box (Surface Mounted Equipment Used with Exposed Raceway):

    a. Use finishing collar where surface mounted equipment is installed on an exposed raceway outlet box and the equipment base is larger than the outlet box.
    b. Use combination finishing collar/outlet box where surface mounted equipment is not indicated to be installed on an exposed raceway outlet box, but raceway cannot be run directly into equipment body due to equipment design.

2.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

2.4 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

2.5 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

NEW YORK STATE | Office of General Services
Office of Business Diversity

Design and Construction
Office of Business Diversity, 29th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 486-9284 FAX: (518) 486-9285

CONTRACTOR'S LIST OF SUBCONTRACTORS/SUPPLIERS

Contract No.

Contractor's Name, Address and Federal ID No.:	Project Description/Location:		Date Submitted:	Bid Date:	MWBE Goals		SDVOB Goal
					MBE	WBE	
Federal ID No.	☐ Construction Contracts Exceeding $100,000 ☐ Commodity or Service Contracts Exceeding $25,000		Submittal No.:	Contract Amount:			
Date Proposal Approved:	Date Printed:	OGS Project Number:	Work/Job Order:		Work Order Value:		

Subcontractor/Supplier Name, Address, Phone No., Federal ID No. (FEIN) and DOL No. *(Do not list information previously submitted.)*	Sub/Supplier *(Check One)*			MBE	WBE	SDVOB	General Description of Work	Subcontractor/ Supplier Dollar Value	**OGS Use Only**
	Sub	Tiered Sub	Supplier						
FEIN.: DOL No: - -CR	☐	☐	☐	☐	☐	☐			
FEIN.: DOL No: - -CR	☐	☐	☐	☐	☐	☐			
FEIN.: DOL No: - -CR	☐	☐	☐	☐	☐	☐			
FEIN.: DOL No: - -CR	☐	☐	☐	☐	☐	☐			

Pursuant to Executive Law Article 15-A and Article 3 of the Veterans' Services Law, my firm proposes to use the certified firms listed above.

Contractor's Signature

Title

Date

OGS Use Only

Proposed Goal Attainments:

MBE % _____ WBE % _____ SDVOB % _____

☐ Accepted ☐ Accepted as Noted ☐ Not Accepted

Reason: _____

OGS Authorized Signature _____ Date _____

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Design & Construction

Contract Awards
35th Floor, Corning Tower, ESP
Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year	2025 through 2026
Date Requested	02/23/2026
PRC#	2026004878

Location	Five Points Correctional Facil
Project ID#	Q2020
Project Type	Replace Roof, Mess Hall, Building 5

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. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Contractor Registry

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

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

www.labor.ny.gov.

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to 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

Design & Construction

Contract Awards
35th Floor, Corning Tower, ESP
Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year 2025 through 2026
Date Requested 02/23/2026
PRC# 2026004878

Location Five Points Correctional Facil
Project ID# Q2020
Project Type Replace Roof, Mess Hall, Building 5

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: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

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

Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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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.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

- **Civil Penalty** — First offense: Up to $2,500 per employee

  Subsequent offense(s): Up to $5,000 per employee

- **Criminal Penalty** — First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.

  Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

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

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of 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 requirement s 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 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 that 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) 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

Seneca County General Construction

Boilermaker — 02/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 7

ENTIRE COUNTIES
Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2025	01/01/2026 Additional	01/01/2027 Additional
Boilermaker	$ 40.50	$ 2.50*	$ 2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.60* + 1.49

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When a holiday falls on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

$ 19.76* + 1.49	$ 19.76* + 1.49	$ 20.74* + 1.49	$ 21.71* + 1.49	$ 22.67* + 1.49	$ 23.66* + 1.49	$ 24.66* + 1.49	$ 25.62* + 1.49

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

7-175

Broadband — 02/01/2026

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 Install/Repair	$ 51.31	$ 52.85

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: EXLCUDES 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 - Building 02/01/2026

JOB DESCRIPTION Carpenter - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	$ 32.64	$ 33.14	$ 5.00*	$ 4.25*
Floor Coverer	32.64	33.14	5.00*	4.25*
Carpet Layer	32.64	33.14	5.00*	4.25*
Drywall	32.64	33.14	5.00*	4.25*
Diver - Wet Day	57.64	58.14	5.00*	4.25*
Diver - Dry Day	33.64	34.14	5.00*	4.25*
Dive Tender	33.64	34.14	5.00*	4.25*

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers & Dock Builders shall receive $ 0.25 per hour over the Journeyworker's rate of pay when performing piledriving & dock building work.
- Certified Welders shall receive $ 3.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $ 1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81' to 100' additional $ 0.50 per foot
  101' to 150' additional $ 0.75 per foot
  151' and deeper additional $ 1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $ 0.75 per foot
  101' and deeper additional $ 1.00 per foot
- Diver rates apply to all hours worked on dive day.

SHIFT WORK
On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 10% of base wage per hour
3rd Shift - Premium of 15% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2025	01/01/2026
Journeyworker	$ 22.20	$ 22.20

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

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

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

Supplemental Benefits per hour:

$ 13.11	$ 13.11	$ 15.71	$ 15.72

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Driving & Dock Builder apprentices shall receive an additional $ 0.25 per hour worked when performing piledriving & dock building work.
- Certified Welders shall receive $ 3.00 per hour over the apprentice's rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $ 1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway — 02/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

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

WAGES

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 37.94	$ 2.25*	$ 2.25*

* To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 27.34

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

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

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

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

Supplemental Benefits per hour worked:

$19.10	$19.69	$21.83	$22.42

2-42AtSS

Carpenter - Heavy&Highway **02/01/2026**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	$ 39.52	$ 2.00*	$ 4.42*
Piledriver	39.52	2.00*	4.42*
Dockbuilder	39.52	2.00*	4.42*
Diver-Wet Day	64.52	2.00*	4.42*
Diver-Dry Day	40.52	2.00*	4.42*
Diver-Tender	40.52	2.00*	4.42*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.50 per foot
  - 101' to 150' additional $0.75 per foot
  - 151' to 200' additional $1.25 per foot
  - 201' and deeper additional $1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.75 per foot
  - 101' to 200' additional $1.00 per foot
  - Over 201' additional $1.25 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional $4.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.31

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CARPENTER/PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

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

Supplemental Benefits per hour:

$ 19.07	$ 19.66	$ 21.75	$ 22.34

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

2-277HH-Bro

Electrician 02/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 7

ENTIRE COUNTIES
Yates

PARTIAL COUNTIES
Cayuga: All Townships except Genoa, Ira, Locke, Sempronius, Sterling, Summerhill, and Victory.
Onondaga: Townships of Elbridge and Skaneateles.
Ontario: Only the Townships of Canandaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps, and Seneca.
Seneca: All townships except Covert and Lodi,
Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah, and the Village of Newark.

WAGES

Per hour:	07/01/2025	06/01/2026	06/01/2027
		Additional	Additional
Electrician	$ 45.00	$ 4.50*	$ 5.10*
Teledata, Sound Wireman	45.00	4.50*	5.10*

* To be allocated at a later date.

IMPORTANT NOTE - WORKING ABOVE THE FLOOR:
Any workman working over 50 feet high shall receive $1.00 above the applicable rate and any workman working over 100 feet high shall receive $2.00 above the applicable rate. These rates shall not apply to workers in bucket trucks and motorized scaffolds where safety harnesses are used.

SHIFT WORK

Work from 4:30PM - 1:00AM*	$ 51.75
Work from 12:30AM - 9:00AM*	54.00

* Applies when multiple shifts of 8 hours for at least 5 days duration are mandated by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 28.77 plus 3% of wage paid + $1.00*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Double the straight time rate of pay for hours worked greater than ten hours on Saturday.
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) on HOLIDAY PAGE
NOTE: If a holiday falls on Saturday, it will be celebrated on the Friday before. If a holiday falls on Sunday, it will be celebrated on the following Monday.

REGISTERED APPRENTICES
WAGES: hourly terms at the following wages per hour:

1st term (0-1000 hrs)	$ 20.25
2nd term (1001-2000 hrs)	22.50
3rd term (2001-3500 hrs)	24.75
4th term (3501-5000 hrs)	27.00
5th term (5001-6500 hrs)	31.50
6th term (6501-8000 hrs)	36.00

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st and 2nd term	$ 14.75 plus 3% of wage paid + $1.00*
All other terms	Same as Journeyworker.

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

Electrician 02/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 6

ENTIRE COUNTIES

PARTIAL COUNTIES
Cayuga: Only the Township of Genoa.
Schuyler: Only the Townships of Cayuta, Catharine, and Hector.
Seneca: Only the Townships of Lodi and Covert.
Tioga: Only the Townships of Spencer and Candor.
Tompkins: Entire county except the Township of Groton.

WAGES

Per hour:	07/01/2025	06/01/2026 Additional	06/01/2027 Additional
Electrician	$ 44.50	$ 4.00*	$ 4.50*

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):
-Additional $1.00 per hour for work from trusses, scaffolds, frames, spider baskets, ladders, etc. 40 feet or more from ground floor or in underground mines or tunnels. Work done from personal lift equipment that complies with OSHA requirements are excluded.
-Additional $2.00 per hour when required to work under compressed air, on radio towers, on asbestos abatement projects which require the use of a respirator, work of a hazardous nature, work where gas masks are required or work requiring use of protective arc flash suits.

SHIFT WORK
THE FOLLOWING RATES WILL APPLY WHEN SHIFT WORK IS MANDATED EITHER IN THE JOB SPECIFICATION OR BY THE CONTRACTING AGENCY:

1ST SHIFT	8:00 AM to 4:30 PM	Regular wage rate
2ND SHIFT	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3RD SHIFT	12:30 AM to 9:00 AM	Regular wage rate plus 31.4%

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 30.55 plus 3% of hourly wage paid*

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

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When a holiday falls on a Saturday, the day preceding shall be celebrated as such, and when falling on a Sunday, Monday will be celebrated as the holiday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

1st year	$ 14.25*
2nd year	14.25*
3rd year	24.30*
4th year	24.84*
5th year	26.38*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-241

Elevator Constructor — 02/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 5

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

WAGES

Per hour worked:	07/01/2025
Elevator Constructor	$ 61.52
Helper	49.22

SUPPLEMENTAL BENEFITS
Per hour:

$ 40.035

*Add 6% of regular hourly rate for all hours worked.

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

REGISTERED APPRENTICES
850 hours terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50*	55%	65%	65%	70%	70%	80%	80%

*Zero benefits paid for first term.

Supplemental Benefits per hour:

$ 40.035*

*Add 6% of regular hourly rate for all hours worked

5-27

Glazier — 02/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 5

ENTIRE COUNTIES
Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

WAGES

Per hour:	07/01/2025
Glazier	$ 31.05

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 32.75

OVERTIME PAY
See (B, E, E2*, Q, Note) on OVERTIME PAGE.
*Note - Or circumstances beyond the control of the employer such as fire or natural disaster.

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

REGISTERED APPRENTICES
1000 hour terms

Appr. 1st term:	$ 20.00
Appr. 2nd term:	21.00
Appr. 3rd term:	22.00
Appr. 4th term:	23.00
Appr. 5th term:	24.00

Appr. 6th term:	25.00
Appr. 7th term:	26.00
Appr. 8th term:	27.00

Supplemental Benefits per hour:

Appr. 1st term	$ 14.30
Appr. 2nd term	14.30
Appr. 3rd term	20.30
Appr. 4th tern	20.30
Appr. 5th term	21.30
Appr. 6th term	21.30
Appr. 7th term	22.30
Appr. 8th term	22.30

5-677.1

Insulator - Heat & Frost — 02/01/2026

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 7

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES
Per hour: 07/01/2025

Asbestos Installer	$ 43.25
Insulation Installer	43.25
(On mechanical systems only)	

SHIFT WORK
The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	$ 43.25
2nd Shift	49.74
3rd Shift	51.90

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.34

OVERTIME PAY
See (*B1, **K, P) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday.
**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (2*,4,6,28) on HOLIDAY PAGE
*Triple time for Labor Day if worked.

REGISTERED APPRENTICES
WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

$ 24.09	$ 24.09	$ 27.34	$ 27.34

7-30-Syracuse

Ironworker — 02/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.

Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamelia, Rodman, Rutland, Theresa, Watertown and Worth.
Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.
Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.
Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES
Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour:	07/01/2025	07/01/2026 Additional
Ironworker	$ 37.16	$ 2.76*

* To be allocated at a later date.

SHIFT WORK
Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	$ 37.16	
2nd Shift	40.88	Starting times between 2PM and 7PM
3rd Shift	42.73	Starting times between 7PM and 12AM

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10% TO THE 1ST SHIFT WAGE RATE POSTED ABOVE.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 31.88

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Saturday shall be observed on the preceding Friday. Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following rates.

1st	2nd	3rd	4th
$ 21.50	$ 23.50	$ 25.50	$ 27.50

SUPPLEMENTAL BENEFITS per hour:

1st year	$ 13.03
2nd year	21.36
3rd year	22.55
4th year	23.74

6-60

Laborer - Building — 02/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES
GROUP A: Basic Rate

GROUP D: Blaster

GROUP E: Powder Monkey

GROUP F: Air track drill, wagon drill and asphalt rakers

GROUP G: Chuck tender, all work on hanging or swinging scaffold, work at heights outside the building where safety lines and belts are required, boson's chair.

GROUP H: Jack hammers, mortar mixers, paving breakers, concrete vibrators operators other than in (J), Barco tampers, jumping jacks.

GROUP I: Pipe layers, burners and cutters for wrecking and demolition.

GROUP J: Concrete vibrators for architectural concrete.

GROUP K: Yardmen, Cleaning, Clean-up (not demolition related).

Per hour:	07/01/2025
Building Laborer:	
Group A	$ 32.45
Group D	33.78
Group E	33.32
Group F	32.85
Group G	32.65
Group H	32.75
Group I	32.75
Group J	32.89
Group K	29.60

New Chimney Work:

Base to 100 feet	$ 32.45
101 to 150 feet	32.70
151 to 200 feet	32.95
201 to 250 feet	33.20
251 and higher	33.45

Hazardous Waste & Asbestos removal $1.50 over basic rate.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 24.17

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
1000 hour terms at the following wage.

Hazardous Waste & Asbestos removal $1.50 over basic rate.

1st term	$ 20.00
2nd term	22.00
3rd term	24.00
4th term	26.00

Supplemental benefits per hour worked:

Appr. 1st year	$ 13.97
Appr. 2nd year	13.97
Appr. 3rd year	18.07
Appr. 4th year	24.17

5-435

Laborer - Heavy&Highway **02/01/2026**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES
GROUP A: Flagperson.

GROUP B: Basic rate, Bull Float, Chain saw, Concrete aggregate bin, Concrete bootmen, Gin buggy, Hand or Machine vibrator, Jack hammer, Mason tender, Mortar mixer, Pavement breaker, Handlers of steel mesh, Small generators for Laborer's tools, Installation of bridge drainage pipe, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw operator on asphalt paver, Water pump operators (1 1/2" & single Diaph.) Nozzle (asphalt, seeding, rubbing concrete & sandblasting), Laborers on chain link fence, Rock splitter & Power unit, Pusher type concrete saw, All other Gas, Electric, Oil and Air tool opers., Form setters, Stone or Granite curb setters, Relining of Existing Pipe.

GROUP C: All Rock or Drilling machine operators (Except Quarry master and Similar type), Acetylene torch operators, Powderman, Gunite nozzleman, Pipe layer, Wrecking laborer, Asphalt rakers (Top only).

GROUP D: Blasters.

Per hour:	07/01/2025
Heavy/Highway Laborer:	
Group A	$ 34.21
Group B	34.91
Group C	35.11
Group D	35.94

Hazardous Waste $1.50 over basic rate.

SHIFT WORK
There will be an additional $1.75 for mandated night work. This amount is not subject to overtime premiums.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 25.55

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

HOLIDAY

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

REGISTERED APPRENTICES
1000 hour terms at the following wage.

1st term	$ 21.83
2nd term	23.83
3rd term	25.83
4th term	27.83

Supplemental benefits per hour worked:

Appr. 1st term	$ 14.45
Appr. 2nd term	14.45
Appr. 3rd term	19.45
Appr. 4th term	25.55

5-435H

Laborer - Tunnel 02/01/2026

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES
GROUP A :Change House Man.

GROUP B :Miners and all Machine Men, Safety Miner, All Shaftwork and Caisson work, Pit/Dumpmen, Chuck tender, Brakeman, Powderman, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C :Blaster.

GROUP D :Hazardous/Waste Work.

Per hour:	07/01/2025
Tunnel Laborer:	
Group A	$ 36.42

Group B	36.62
Group C	37.62
Group D*	40.62

*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection before rate applies.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 24.52

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

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

REGISTERED APPRENTICES
1000 hour terms at the following wage.

1st term	$ 22.51
2nd term	24.51
3rd term	26.51
4th term	28.51

Supplemental benefits per hour:

1st term	$ 14.17
2nd term	14.17
3rd term	18.42
4th term	24.52

5-435 T

Lineman Electrician — 02/01/2026

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
Group A:				

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
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	$ 38.21

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.

Group A:				
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 — 02/01/2026

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 — 02/01/2026

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

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

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	$ 52.86	$ 55.31	$ 57.40	$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	$ 47.57	$ 49.78	$ 51.66	$ 53.68
Group C:				
Tractor Trailer Driver	$ 44.93	$ 47.01	$ 48.79	$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				
Flagger	$ 31.72	$ 33.19	$ 34.44	$ 35.78

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.

6-1249a-LT

Lineman Electrician - Tree Trimmer — 02/01/2026

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*

* 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 — 02/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per Hour:	07/01/2025
Building:	
Bricklayer	$ 35.81
Cement Mason	35.81
Plasterer	35.81
Stone Mason	35.81
Tuck Pointer	35.81

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 29.18

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1st, 2nd and 3rd term 1500 hours and 4th term 1525 hours at the following wage:

1st	2nd	3rd	4th
$ 24.69	$ 26.57	$ 29.01	$ 32.11

Supplemental Benefits per hour:

1st	2nd	3rd	4th
$ 10.94	$ 15.58	$ 19.67	$ 23.09

5-3B - Z1

Mason - Heavy&Highway 02/01/2026

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES
Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Cattaraugus: Enitre county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.
Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2025
Heavy & Highway:	
Cement Mason	$ 38.63
Bricklayer	38.63

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 26.28

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

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	$ 15.40
2nd term	$ 24.62
3rd term	$ 25.04
4th term	$ 25.45

5-3h

Mason - Tile Finisher 02/01/2026

JOB DESCRIPTION Mason - Tile Finisher **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025
Building:	
Marble, Slate, Terrazzo and Tile Finisher	$ 31.06

SUPPLEMENTAL BENEFITS

Per hour:	$ 23.91

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1700 hrs for 1st and 2nd term, 1600 hrs for 3rd term at the following wage:

1st	2nd	3rd
$ 24.39	$ 25.55	$ 27.85

Supplemental benefits per hour:

1st	2nd	3rd
$ 8.49	$ 12.85	$ 16.07

5-3TF - Z1

Mason - Tile Setter — 02/01/2026

JOB DESCRIPTION Mason - Tile Setter **DISTRICT** 5

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025
Building:	
Marble, Slate, Terrazzo and Tile Setter	$ 37.45

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 28.35

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1000 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 22.36	$ 24.71	$ 26.23	$ 28.11	$ 30.33	$ 32.37	$ 34.99	$ 36.49

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 13.71	$ 14.67	$ 16.45	$ 17.87	$ 18.96	$ 20.22	$ 24.20	$ 26.01

5-3TS - Z1

Millwright — 02/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 6

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

WAGES

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

Per hour:	07/01/2025
Millwright - Power Generation	$ 47.00

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 28.45*

*NOTE: Subject to OT premium

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright 02/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES
Per hour: 07/01/2025

Building	$ 38.00
Heavy & Highway	41.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided he/she is directed to perform certified welding.

- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional $1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional $2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.54

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

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

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

Certified Welder	$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.95
Appr. 2nd year	22.16
Appr. 3rd year	23.62
Appr. 4th year	25.08

6-1163 Zone 2

Operating Engineer - Building — 02/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
---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 (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks (5 ton and under), Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Forklift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Forklift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Forklift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour:	07/01/2025
Building	
Class A1*	$ 49.61
Class A	48.11
Class B	45.99
Class C	41.77

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

(*) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(**) Tower Cranes - A1 rate plus $2.50 (no tonnage premiums apply)

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 32.12

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

1st: 60%
2nd: 65%
3rd: 70%
4th: 80%

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
All terms:	$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway 02/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

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 (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self-erecting)**, Truck Crane).

CLASS 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; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS 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); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); 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 Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Forklift; Form Tamper; Generators***; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinius Widener; Roller (subgrade & 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 Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: 07/01/2025

H/H	
CLASS A1*	$ 58.85
CLASS A	55.85
CLASS B	54.97
CLASS C	51.69

(*) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity- A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(**) 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

Additional $2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional $2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS
Per hour: 07/01/2025

Journeyworker $ 33.55

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES
WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

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

Additional $2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

6-158-545h

Operating Engineer - Survey Crew — 02/01/2026

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 — 02/01/2026

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

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

Operating Engineer - Tunnel — 02/01/2026

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

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

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

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

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

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour:	07/01/2025
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 02/01/2026

JOB DESCRIPTION Painter **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES
Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.
Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Basic Rate (Brush & Roll)	$ 28.32	$ 1.85*
Sign Painting	28.32	1.85*
Lead Based Paint Abatement	28.32	1.85*
Drywall Taper/ Finisher	29.32	1.85*
Wallcovering	29.32	1.85*
Drywall Machine Operator	29.82	1.85*
Spray	28.82	1.85*
Parking Lot, Hwy Striping	28.82	1.85*
Epoxy (Brush-Roller)	28.82	1.85*
Epoxy (Spray)	28.82	1.85*
Sandblasting (Operator)	28.82	1.85*
Boatswain Chair	28.82	1.85*
Swing Scaffold	28.82	1.85*
Structural Steel (except bridges, tanks, tunnel)	28.82	1.85*
Coal Tar epoxy	29.82	1.85*
Asbestos Encapsulation	30.52	1.85*

* To be allocated at a later date.

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL $2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker $ 27.20

OVERTIME PAY

See (B, *E2, F, R) on OVERTIME PAGE
* NOTE - On exterior work only.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES per hour:
Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00	$ 21.00	$ 22.00	$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 23.00

SUPPLEMENTAL BENEFITS per hour:
Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 6.50	$ 6.50	$ 7.50	$ 7.50	$ 10.50	$ 10.50	$ 13.00	$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
$ 7.50	$ 7.50	$ 7.50	$ 10.00	$ 10.00	$ 12.00

6-31

Painter 02/01/2026

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Bridge	$ 46.19	$ 2.50
Tunnel	46.19	
Tank*	44.19	

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

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK
Note an additional $1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour:
$ 31.51

OVERTIME PAY
Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
$ 24.00	$ 26.00	$ 28.00	$ 30.00	$ 34.00	$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
$ 6.60	$ 6.95	$ 7.30	$ 7.65	$ 8.00	$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher — 02/01/2026

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 — 02/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 5

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing
Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.
Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.
Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville,Freemont, Greenwood, Hartsville, City of Hornell, Hornelsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull.
Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

WAGES

Per hour	07/01/2025
Plumber	$ 42.68
Steamfitter	42.68

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	$ 27.88

NOTE-$ 5.50 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Site work & New const. See (B,E,E2,Q) on OVERTIME PAGE.

All other work See (B,E,Q) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES
One year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
50%	55%	59%	66%	75%

Supplemental Benefits per hour:

1st year	$ 8.93
2nd year	12.09 *
3rd year	13.68**
4th year	15.57***
5th year	18.64****

*NOTE-2nd year $0.83 of this amount must be paid at the same premium as the wage for overtime hours.
**NOTE-3rd year $1.10 of this amount must be paid at the same premium as the wage for overtime hours.
***NOTE-4th year $1.49 of this amount must be paid at the same premium as the wage for overtime hours.
****NOTE-5th year $2.64 of this amount must be paid at the same premium as the wage for overtime hours.

5-13-SF

Plumber 02/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 6

ENTIRE COUNTIES
Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES
Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.
Seneca: Only the Townships of Covert and Lodi.
Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.
Tioga: Only the Townships of Barton, Berkshire, Candor, Nichols, Richford, Spencer and Tioga.

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Plumber, Steamfitter, Pipefitter, Welder, HVAC, Refrigeration.	$ 48.26	$ 4.50*

* To be allocated at a later date.

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage rate above for a single irregular work shift starting between 4:30PM and 7:00AM.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 28.15*

*NOTE: $10.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY
Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double time.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of the Journeyworker's wage:

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st	$ 15.87
2nd	24.67
3rd	25.30
4th	25.89
5th	26.90

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	$ 8.58
3rd	8.77
4th	9.14
5th	9.71

6-81-SF

Roofer 02/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour:	07/01/2025	06/01/2026 Additional	06/01/2027 Additional
Roofer, Waterproofer	$ 35.80	$ 2.00*	$ 2.00*

* To be allocated at a later date.

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:	
Green Roofing**	$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK
WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF $4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 26.30
Additional contribution on any Asbestos Abatement work	0.75

OVERTIME PAY
See (B, E, E2*, Q) on OVERTIME PAGE
*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:	
Green Roofing**	$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	$ 19.93
2nd term	21.85
3rd term	25.30

4th term	26.30
Additional contribution on any Asbestos Abatement work	$ 0.75

6-195

Sheetmetal Worker — 02/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 5

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Seneca, Wayne, Yates

WAGES
Per hour:
Sheetmetal Worker

07/01/2025	05/04/2026 Additional	05/03/2027 Additional	05/01/2028 Additional
$ 43.01	$ 2.51	$ 2.56	$2.64

To include metal standing seam roofing, flashing and gravel stop.

SHIFT WORK
Work from 4:00pm to 12:30am**
$ 49.03
Work from 12:00am to 8:30am**
$ 51.61
**Applies when shift work is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyman
$ 28.73

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
(1) year terms at the following rates.

1st.	2nd.	3rd.	4th.	5th.
$ 19.89	$ 23.04	$ 25.63	$ 29.57	$ 34.77

Supplemental Benefits per hour:

1st.	2nd.	3rd.	4th.	5th.
$ 11.65	$ 15.00	$ 18.19	$ 20.03	$ 23.49

5-46

Sprinkler Fitter — 02/01/2026

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES

Per hour	07/01/2025
Sprinkler Fitter	$ 45.06

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 29.41

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
$ 23.28	$ 25.98	$ 28.15	$ 30.31	$ 31.94	$ 34.64	$ 36.81	$ 38.97	$ 41.14	$ 43.30

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

Teamster - Building — 02/01/2026

JOB DESCRIPTION Teamster - Building **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Burns.
Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Boylston, Redfield and Sandy Creek.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.
Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.
Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES
GROUP A: Straight Trucks.
GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.
GROUP C: Euclid.
GROUP D: On site Mechanic.

Per hour:	07/01/2025
Building: (under $ 5 million*)	
GROUP A, B, C, D	$ 34.43
Building: (over $ 5 million*)	
GROUP A, B	$ 35.48
GROUP C	35.83
GROUP D	35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS
Per hour:

(under $5 million*)	$ 30.87
(over $5 million*)	31.67

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY
(D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317

Teamster - Heavy&Highway 02/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Almond, Alfred, Burns.
Steuben: Only the Townships of Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Jasper, Prattsburg, Troupsburg, and West Union.

WAGES
GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Group 3: Fuel trucks that require a HazMat license endorsement.

Per hour:	07/01/2025	07/01/2026	07/01/2027
GROUP 1	$ 37.27	$ 40.62	$ 44.28
GROUP 2	37.47	40.82	44.48
GROUP 3	42.27	45.62	49.28

SHIFT WORK
A single irregular work shift can start any time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional $ 5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	07/01/2026	07/01/2027
Journeyworker	$ 29.29	$ 29.94	$ 30.78

OVERTIME PAY
See (*B, B3, J, X) on OVERTIME PAGE
*Time and one half also applicable after the 5th day worked.

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

6-317(Syr)

Welder 02/01/2026

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
- ☐ 1O 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

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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 02/17/2026

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	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY 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	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 FREMD 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 CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		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 WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL 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
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 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		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
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 FREMND 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	01/30/2026	01/30/2031
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
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	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****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

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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	*****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
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

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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 MOMBSHA 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 SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD 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

Adelaide
ENVIRONMENTAL HEALTH

1511 Route 22, Suite C24
Brewster, NY 10509 845.278.7710
69 State Street, 13th Floor
Albany, NY 12207 518.874.0617
1967 Wehrle Drive, Suite 3
Buffalo, NY 14221 716.402.4580
E-mail: adelaidemail@adelaidellc.com
Fax: 845.278.7750

RENOVATION SURVEY
FOR
ASBESTOS-CONTAINING MATERIALS, LEAD-BASED PAINT & PCBs

PERFORMED AT:

Five Point Correctional Facility
6600 NY-96
Romulus, New York 14541
Adelaide Project# LBPC-SD:25144.00-IN
OGS Project# Q2020

PREPARED FOR:

Shelly Domville
LaBella Associates
300 State Street, Suite 201
Rochester, New York 14614

PREPARED BY:
Philip J. Page
June 3, 2025

REVIEWED BY:

Stephanie A. Soter
President

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1.0 Introduction

1.1 Scope of Work / Project Personnel

Adelaide Environmental Health Associates, Inc. **(Adelaide)** performed an Asbestos, Lead and PCB Survey for Building/Structure Demolition, Renovation, Remodeling and/or Repair, in conformance with ALL Federal, State and Local regulations for LaBella Associates in support of New York State Office of General Services (OGS) project Q2020:

SURVEY LOCATION(S):	Five Points Correctional Facility 6600 NY-96, Romulus, New York 14541
OGS PROJECT#	Q2020
SURVEY DATE(S):	May 28, 2025
SCOPE OF WORK:	Building 5 Roof Replacement
SCOPE OF WORK BUILDING/ STRUCTURE PLANS UTILIZED:	As per site visit walk-through/inspection on May 28, 2025
CERTIFIED ADELAIDE PERSONNEL:	Philip J. Page (NYS Asbestos Inspector/Cert. #25-6ZUOC-SHAB and EPA Lead-based Paint Inspector/Cert. #LBP-I-I172697-1)
SITE CONTACT(S):	Shelly Domville & Mark Yorkey – LaBella Associates Kyle Oberdorf – Ryan Biggs Clark Davis Brad Young – OGS Field Office Facility Maintenance Staff

1.2 Executive Summary

On May 28, 2025, **Adelaide** inspected the roof of building 5 (mess hall) that will be affected by the proposed scope of work for suspect ACM, LBP and PCBs.

SUSPECT HAZARDOUS MATERIAL	SAMPLE(S)/LAYER(S)/ READING(S) COLLECTED	SAMPLE(S) / HOMOGENEOUS AREA(S) IDENTIFIED POSITIVE
Asbestos-containing Materials (ACM):	8	0
Lead-based Paint (LBP):	0	n/a
PolyChlorinated Biphenyls (PCB):	1	0

There are **no asbestos materials that will be impacted** by this scope of work as described in section 1.1. The tested materials are listed in section 2.2.

1.3 Conclusions and Recommendations

The following conclusions and recommendations are prepared by **Adelaide** as per the provided scope of work for Building/Structure Demolition, Renovation, Remodeling and/or Repair. Should the scope of work change, it is recommended that the findings be revisited to determine if additional sampling will be required to satisfy ALL Federal, State and Local regulations.

The materials sampled, as part of this survey, were limited to building materials potential affected by the provided scope of work only. All building materials outside the scope of work that have the potential to be disturbed, impacted, or if the scope of work is to change, are to be presumed asbestos-containing materials (PACM). Identified PACM **must** either be sampled by a licensed NYS Asbestos Inspector and/or abated/removed and disposed of by a licensed NYS Asbestos Abatement Contractor.

1.4 Asbestos-containing Materials (ACM)

- This survey concluded that the materials listed in Section 2.2 tested ***negative for asbestos***.

- There are no asbestos materials that will be impacted by this scope of work. The tested materials are listed in section 2.2.

1.5 Lead-based Paint (LBP)

- This survey concluded that no painted surfaces were observed to be impacted by the above-mentioned scope of work.

1.6 PolyChlorinated Biphenyls (PCB)

- This survey concluded that the materials listed in Section 2.4 and Appendix C tested ***negative for PCBs.***

2.0 Summary of Hazardous Materials

2.1 Summary of Identified ACM/PACM

KEY: **ACM** = Materials containing greater than 1% of asbestos; **HA** = Homogeneous Area; **LF** = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials; **Friable** = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed or exposed by hand-pressure; [A] = Material is considered non-friable solely in an intact and undisturbed state, however, may be rendered friable if pulverized or crumbled while in dry state.

Samples collected by **Adelaide** May 28, 2025

HA	Identified ACM	ACM Location(s)	Approx. Qty.	Condition	Friable? (Yes or No)
NO Asbestos-containing Materials (ACM) identified upon PLM, PLM-NOB, QTEM and/or PLM-SM-V analysis, by a laboratory approved under the NYSDOH ELAP, of samples collected/analyzed in reference to the above-mentioned scope of work.					

2.2 Summary of Identified Non-ACM

Samples collected by **Adelaide** May 28, 2025

Identified Non-ACM	Sample Location(s) & HA's
Iso Foam Insulation Paper	Building 5 Roof, 2nd & Bottom Layers
Vapor Barrier	Building 5 Roof, 3rd Layer
White Caulk	Building 5, Main Roof to Upper Façade, Counter-flashing
Brick Mortar	Building 5 Facade

2.3 Summary of Identified LBP

Based on review of the data generated by the Viken Pb200e X-Ray Fluorescence (XRF) Analyzer(s), the following surfaces tested were identified as lead-based, as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter):

Inspection performed by **Adelaide** May 28, 2025

Location of LBP	LBP Component	Substrate	Color	Condition	Readings (mg/cm2)
NO painted surfaces were observed to be impacted by the above-mentioned scope of work.					

2.4 Summary of Identified PCB-containing Materials

Samples collected by **Adelaide** May 28, 2025

Sample #	Location / Description	Material Matrix	Substrate	Approx. Qty.	Analytical Result
NO PCB-containing materials were identified above the USEPA 40 CFR 761 threshold of 50 ppm(mg/kg) of samples collected/analyzed in reference to the above-mentioned scope of work.					

2.5 Observations

SUSPECT ASBESTOS-CONTAINING MATERIALS (ACM)

A visual inspection was performed, and homogeneous material types were established based on appearance, color and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

On May 28, 2025, representative bulk sampling was performed on suspect building materials for laboratory analysis and the following is a summary of installed building materials sampled as per the scope of work provided:

- Roofing Materials – Iso Foam Insulation Paper, Vapor Barrier.
- Miscellaneous Materials – Counter-flashing White Caulk. Brick Mortar.
- Non-suspect Materials (not sampled) – EPDM (rubber roofing), Wood, Glass, Metal.
- NOTE(s) – No suspect insulation material is present on the roof drains within the building.

3.0 Asbestos-containing Materials (ACM)

3.1 Field Procedures and Analysis Methodology

Guidelines used for the inspection were established by the U.S. Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, DOC# 560/5-85-024 and 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA) and Title 12 NYCRR Part 56-5.1. Field information was organized as per the AHERA concept of a homogeneous area (HA); that is, suspect Asbestos-containing Materials (ACM) with similar age, appearance, and texture were grouped together, sampled and assessed for condition.

For the purposes of this inspection, suspect ACM has been placed in three material categories: thermal, surfacing, and miscellaneous. 1) Surfacing materials are those that are sprayed on, troweled on or otherwise applied to surfaces for fireproofing, acoustical, or decorative purposes (e.g., wall and ceiling plaster). 2) Thermal materials are those applied to heat pipes or other structural components to prevent heat loss or gain or prevent water condensation (e.g., pipe and fitting insulation, duct insulation, boiler flue). 3) Miscellaneous materials are interior building materials on structural components, structural members or fixtures, such as floor and ceiling tiles, etc. and do not include surfacing material or thermal system insulation.

SURFACING MATERIALS

Surfacing materials were grouped into homogeneous sampling areas. A homogeneous area contains material that is uniform in color and texture and appears identical in every other respect. Materials installed at different times belong to different sampling areas. Homogeneous areas were determined on per floor basis.

The following protocol was used for determining the number of samples to be collected:

- At least three bulk samples were collected from each homogeneous area that is 1,000 square feet or less.
- At least five bulk samples were collected from each homogeneous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
- At least seven bulk samples were collected from each homogeneous area that is greater than 5,000 square feet.

THERMAL SYSTEM INSULATION (TSI)

The concept of homogeneous sampling areas applies equally well to thermal insulation as to surfacing material. A "typical" building may contain multiple insulated pipe runs from any combination of the following categories:

- Hot water supply and/or return
- Cold water supply
- Chilled water supply
- Steam supply and/or return
- Roof or system drain

The following protocol was used for determining the number of samples to be collected.

- Collect at least three bulk samples from each homogeneous area of thermal system insulation.
- Collect at least one bulk sample from each homogeneous area of patched thermal system insulation if the patched section is less than 6 linear or square feet.
- In a manner sufficient to determine whether the material is ACM or not ACM, collect a minimum of three bulk samples from each homogeneous insulated mechanical system tee, elbow, and valve.

Bulk samples are not collected from any homogeneous area where the certified inspector has determined that the thermal system insulation is fiberglass, foam glass, or rubber.

MISCELLANEOUS MATERIALS

Miscellaneous materials are grouped into different homogeneous areas and at least two bulk samples are collected from each homogeneous area as per the clarification letter from the EPA and the Professional Abatement Contractors of New York, Inc in November of 2007.

Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

3.2 Regulatory Guidelines and Requirements for ACM

FEDERAL

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovations and demolition, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegate's responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate.

NEW YORK STATE

Asbestos in New York State is regulated under the Labor Law Section 906, Part 56 of Title 12 of the Official Compilation of Codes, Rules, and Regulations. Within the department and for the purpose of the Department of Labor, this part (rule) is known as Industrial Code Rule No. 56 (ICR 56) relating to hazards to the public safety and health, during the removal, encapsulation, or disturbance of friable asbestos, or any handling of ACM that may result in the release of asbestos fiber.

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part…All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM…Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part." All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

CONCEALED ACM

In addition to the ACMs identified at the site, there is a possibility that concealed suspect ACM may exist at the building/structure. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately-certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

4.0 Lead-based Paint (LBP)

4.1 Applicable Standards/Guidelines for LBP

The U.S Department of Housing and Urban Development (HUD) defines the action level for lead-based paint as a lead content equal to or greater than 1.0 milligrams of lead per square centimeter of painted surface (≥1.0 mg Pb/cm^2) when measured with an XRF analyzer or 0.5 percent by weight when chemically tested. This definition is described in the HUD "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing, September 1990". The state of New York's definition of the action level for lead-based paint is consistent with the level established by HUD.

Please note that although the HUD defines lead-based paint as paint having lead concentrations equal or greater than 1.0 mg/cm2, the Occupational Safety and Health Administration (OSHA) considers any concentration of lead in paint to be lead-containing paint. Regardless of the lead concentrations in paint, the contractor shall comply with 29 CFR 1926.62, OSHA regulations, and take precautionary measures for dust control and limit employee exposure to lead dust during the renovations.

Painted surfaces that would be impacted by planned activities such as drilling, cutting, scrapping, etc. and create dust should be properly addressed by following safe work practices, good housekeeping procedures and/or following proper abatement procedures. Grinding and sanding of paint without HEPA filter exhaust, open flame gas fired torch, unconfined abrasive blasting, and chemical strippers containing methylene chloride or other human carcinogenic chemicals are not recommended.

The Federal Resource Conservation and Recovery Act (RCRA) regulation governs the handling, transportation, and disposal of hazardous materials. Every demolition/renovation debris generator has the responsibility to determine whether the debris exhibits one or more of the characteristic wastes listed in subpart C of 40 CFR Part 261. In the case of demolition debris, lead in LBP is a characteristic waste, and therefore, it is the responsibility of the renovation/demolition debris generator to characterize the waste prior to its disposal and, if found to be hazardous waste as defined by Federal Statutes, to be properly handled and disposed.

Metal objects painted with LBP are exempt from disposal regulations applicable to lead, provided they are properly recycled. All metal objects that are painted with LBP should be sent to a certified recycling facility.

This report is not Lead-based Paint abatement specification and should not be used for specifying removal methods or techniques.

4.2 XRF Information

Viken Pb200e & SciAps X-550-Pb X-Ray Fluorescence (XRF) Analyzer(s) were used to survey the building/structure or portion thereof identified to be demolished, renovated, remodeled or repaired for the presence of LBP. The Viken Pb200e XRF Analyzer(s) are using a sealed source of Co-57 with 6mCi sources, meeting HUD requirements for the analysis of paint films. During the analysis, the intensity of the x-rays is converted by the instrument's internal software into an estimate of the concentration of lead in the substance being analyzed. The results are interpreted as concentrations of lead in milligrams per square centimeter. This device is a field-screening tool, used to collect multiple readings in a short period of time. The method of measurement is based on spectrometric analysis of lead x-ray fluorescence within a controlled depth of interrogation. The reading is an estimate of lead content in all layers of paint. The results are displayed in milligrams per square centimeter (mg/cm2). The device(s) used for this inspection were the Viken Pb200e X-Ray Fluorescence (XRF) Analyzer(s) Serial Number 2104, Source date 4/1/23, Serial number 2231, Source date 9/1/24, and/or Serial number 2901, Source date 2/15/23. The SciAps X-550-Pb employs an X-ray tube that uses an electric current under high voltage to produce X-rays. No radioactive isotopes are needed, since the latest X-ray tube and detector technology deliver the fastest and most accurate lead paint results, along with being HUD approved, as per the manufacturer.

5.0 PolyChlorinated Biphenyls (PCB)

5.1 Background and Protocol for PCBs

PolyChlorinated Biphenyls (PCB) are a group of manmade chemicals. PCBs were widely used in building materials and electrical products in the past. The U.S. Environmental Protection Agency banned the manufacturing and certain uses of PCBs in 1978, but buildings constructed or renovated between 1950 and 1978 may still have building materials and electrical products that contain PCBs. Examples of products that may contain PCBs include caulk, paint, glues, plastics, fluorescent lighting ballasts, transformers and capacitors.

PCBs are currently prohibited from being used in caulk and other commodities (U.S. EPA, 40 CFR 761). However, prior to 1977, PCBs were present in some caulking materials used in the construction of schools and other buildings. Studies have shown that concentrations of PCB can exceed 1% (10,000 ppm) by weight in some caulk materials. An investigation of 24 buildings in the Greater Boston Area revealed that one-third of the buildings tested (8 of 24) contained caulking materials with polychlorinated biphenyl (PCB) content exceeding 50 ppm by weight with an average concentration of 15,600 ppm or 1.5% (Herrick et al., 2004). These buildings included schools and other public buildings.

The U.S. EPA regulates the disposal of caulk, as well as soil and other materials contaminated with PCBs from caulk, if the concentration of PCBs exceeds 50 ppm. Such materials must be disposed at an appropriate approved or permitted facility.

U.S. EPA regulation 40 CFR 761 defines "PCB remediation waste" to include contaminated soil, and specifies a clean-up level of <1ppm without further conditions for unrestricted use in "high occupancy areas" (i.e., areas where individuals may be present for 335 hours or more per year). PCB caulk is defined as a PCB bulk product waste, and its disposal is subject to U.S. EPA regulations under the Toxic Substances Control Act (40 CFR761.62).

This protocol has been developed in consultation with the New York State Department of Health, Division of Environmental Health Assessment, Bureau of Toxic Substance Assessment to address concerns about properly managing caulk containing PCBs that will be disturbed during building renovation and maintenance.

CAULK SAMPLE COLLECTION

Buildings constructed or renovated between 1950 and 1977 have a potential to contain PCBs in existing caulk. Representative samples of caulking materials from these buildings prior to renovation or demolition work should be tested to determine whether the caulk is contaminated with PCBs. Professional judgement should be used to design the sampling plan for characterizing caulk throughout the building. The consultant should pay particular attention to construction and maintenance records and to the appearance of caulking materials (likenesses and differences). Samples should be taken from window frames or expansion joints that have not been repaired or replaced since 1977. Depending on specific information provided in the workplan developed by the project manager, such as window placement, compositing of some caulk samples might be appropriate. Caulk from different time periods or that have a different appearance should not be composited together.

It is important to note that caulk used during the time period of interest may also contain asbestos or lead. Therefore, the work plan should include testing, handling and disposal requirements appropriate for such regulated materials.

SOIL SAMPLE COLLECTION

Buildings constructed or renovated between 1950 and 1977, which have undergone further renovation after 1977, may have residual PCB contamination in adjacent soils. An adequate representation of surface soils should be tested to assess the potential for residual PCB contamination.

When designing a representative soil sampling plan, the likelihood of soil contamination from deteriorated or deteriorating caulk should be considered. Caulk that has in the past dried out and fallen to the ground is the most important source of soil contamination. Thus, sampling should include soil beneath windows where caulk has obviously deteriorated or been replaced because of previous deterioration. Areas subject to the stress of sun and prevailing weather (typically the southern and western side of each structure) should be included for sampling. These samples would provide a conservative evaluation of soil conditions due to an increased potential for material failure, possibly resulting in contamination of soil. Also, if earlier renovation or demolition work may have stockpiled potentially contaminated caulk in other school areas, the school should consider having soils in those areas tested as well.

Soil sampling should focus on areas of the building where ”banks” or “gangs” of windows exist/were replaced and areas of the structure where large expansion joints are located. This would provide a conservative evaluation of potential soil contamination and permit efficient sampling.

Any obvious pieces of caulk encountered during the collection of soil samples should be removed from the soil, categorized (with respect to location and depth) and treated as a separate potential sample.

Depth – At each soil sample location, soil should be collected in depth intervals of 0-2 inches, 2-6 inches and 6-12 inches. The surface soil sample (0-2 inches) should be collected from below the vegetative surface layer, if present.

Distance from Structure – Samples should be collected within 1 foot of the building and 5 feet from the building.

Samples should be collected in a manner that prevents cross-contamination. Augers or driven core samplers should be avoided, as any caulk caught on the edge of this type of tool could be driven to lower intervals. Using a designated trowel for each sample location and each interval of depth is encouraged. If the sampling tool is field cleaned between samples, do so in a manner that does not add solvent contamination to the environment.

NOTE
Sampling was performed by **Adelaide** in compliance with protocols outlined by New York State Education Department (NYSED) and USEPA 40 CFR 761, as described above. Only one sample per homogeneous area was required for analysis of suspect PCB-containing materials. Bulk sample(s) were properly packaged and forwarded, with associated Chain of Custody (COC), to a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP), for analysis using method SW846-3550B/8082. The analysis will determine if the suspect material will be classified as PCB-containing at or above 50 ppm or mg/kg as per the EPA regulations. Copies of the analytical results are contained within attached appendices for review.

6.0 General Discussion

All construction personnel as well as individuals who have access to locations where asbestos-containing materials (ACM), lead-based paints (LBP) and/or polychlorinated biphenyls (PCB) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel is adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All

removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

7.0 Disclaimers

Adelaide certifies that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected during this survey/assessment. These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **Adelaide** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **Adelaide** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions. No other warranties are expressed or implied.

The materials sampled, as part of this survey, were limited to building materials potential affected by the provided scope of work only. All building materials outside the scope of work that have the potential to be disturbed, impacted, or if the scope of work is to change, are to be presumed asbestos-containing materials (PACM). Identified PACM **must** either be sampled by a licensed NYS Asbestos Inspector and/or abated/removed and disposed of by a licensed NYS Asbestos Abatement Contractor.

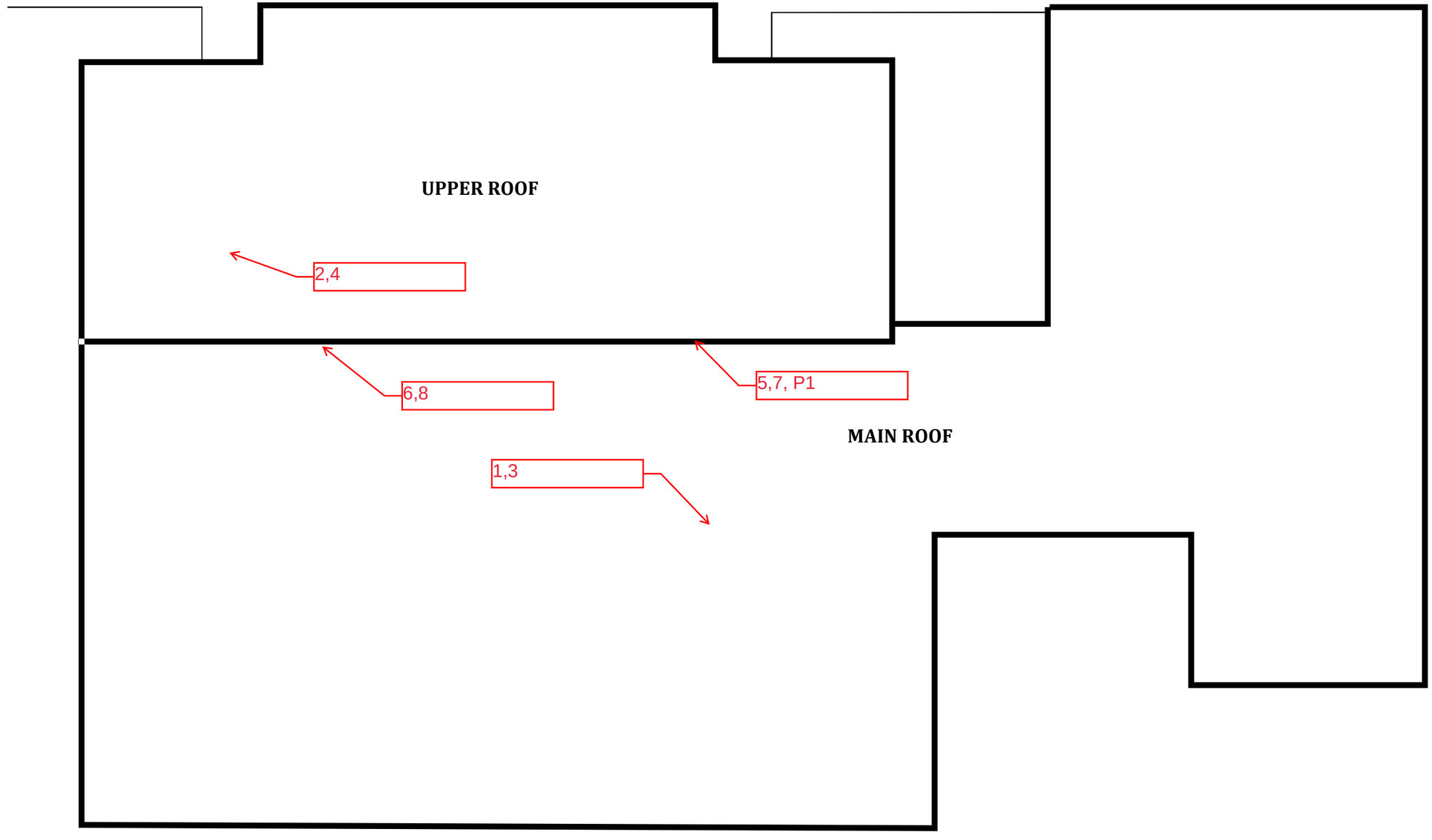
Due to the potential for concealed Asbestos-containing Materials (ACM) and/or other regulated materials, this report should not be construed to represent all ACM and/or regulated materials within the site(s). All quantities of ACM and/or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This report is generated for the exclusive use of the client and is not designed to serve as a specification for abatement. The owner is strongly encouraged to contract with a consultant having a current Asbestos Project Designer Certificate as issued by New York State Department of Labor for the preparation of contract specifications, work plans, and/or drawings prior to requesting bids for the abatement or removal of the materials identified in this report.

NYSDOH issued an Interim Guidance Letter, on July 9, 2013, which outlined the approved testing alternative for materials containing vermiculite. Specifically, "...Where TSI, surfacing materials, or other PACM or miscellaneous suspect ACM contain greater than 10% vermiculite, Item 198.6 may be used to evaluate the asbestos content of the material; provided, however, that any test results using this method must be reported with the following conspicuous disclaimer: *"This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite."* On July 22, 2014, NYSDOH issued a Regulatory Guidance Letter outlining the new approved analytical methods for testing sprayed-on fireproofing (SOFP) that contains vermiculite. NYSDOH authorized the use of ***two*** analytical methods to evaluate the asbestos content of SOFP that contains vermiculite. As per NYSDOH Guidelines, *"After October 31, 2014, one of the new methods **must** be used to test SOF-V, regardless of the percent of vermiculite."* On May 6, 2016, NYSDOH issued a Regulatory Guidance Letter outlining the new protocol for analytical procedure for surfacing materials (ie. plaster, stucco, etc.) that contain vermiculite. As per NYSDOH Guidelines, "*The original July 2013 and July 2014 letters addressed SOF-V only. Both NYS DOH's Item 198.8 and RJ Lee Group Method 055 shall now be applied to test for vermiculite in other Surfacing Material (SM) as defined in 12 NYCRR Part 56 (NYS Industrial Code Rule 56).*"

APPENDIX A

SAMPLE LOCATION MAP(S)



Exterior/Roof Key Plan - Sample Locations

Drawing Not to Scale

Adelaide ENVIRONMENTAL HEALTH
1511 Route 22
Brewster, NY 10509
Phone: (845) 278-7710
Fax: (845) 278-7750

CLIENT:
LaBella Associates
300 State Street, Suite 201
Rochester, New York 14614

OGS Project # Q2020

SURVEY LOCATION:
Five Points CF
Building 5
6600 NY-96
Romulus, New York 14541

DATE: 06/01/2025

DRAWING VERSION: No. 1

ISSUED FOR:
Renovation HazMat Survey

ADELAIDE PROJECT NO.:
LBPC-SD:25144.00-IN

DRAWING PREPARED BY:
PJP

SL-01

APPENDIX B

ASBESTOS ANALYTICAL RESULTS

Client Name: Adelaide Environmental Health

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

OGSx: 25144.00-IN; Five Points CF - Bldg. 5; 6600 NY-96 - Romulus, NY 14541; OGS Project #: Q2020

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	1	1	----	----	----	----	NAD	NA
Location: Floor Ext - Main Roof, 2nd & Bottom - ISO Paper								
02	2	1	----	----	----	----	NAD	NA
Location: Floor Ext - Upper Roof, 2nd & Bottom - ISO Paper								
03	3	2	0.397	95.2	0.3	4.5	NAD	NAD
Location: Floor Ext - Main Roof, 3rd Layer - Vapor Barrier								
04	4	2	0.352	93.1	1.9	5.0	NAD	NAD
Location: Floor Ext - Upper Roof, 3rd Layer - Vapor Barrier								
05	5	3	0.258	24.4	64.1	11.5	NAD	NAD
Location: Floor Ext - Main Roof To Upper Facade, Counter-Flashing - White Caulk								
06	6	3	0.288	26.9	64.1	9.0	NAD	NAD
Location: Floor Ext - Main Roof To Upper Facade, Counter-Flashing - White Caulk								
07	7	4	----	----	----	----	NAD	NA
Location: Floor Ext - Brick Facade - Mortar								
08	8	4	----	----	----	----	NAD	NA
Location: Floor Ext - Brick Facade - Mortar								

Analyzed by: Khaalid W. Perine
Date: 5/30/2025

Reviewed by: Khaalid W. Perine

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Adelaide Environmental Health
Attn: John Soter
1511 Rte. 22, Suite C24

Brewster, NY 10509

Date Received 5/29/2025 **AmeriSci Job #** 225053264
Date Examined 05/30/25 **P.O. #**
ELAP # 11480 **Page** 1 **of** 2

RE: OGSx: 25144.00-IN; Five Points CF - Bldg. 5; 6600 NY-96 - Romulus, NY 14541; OGS Project #: Q2020

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
1 1	225053264-01	***No***	NAD (by NYS ELAP 198.1) by Kensen Caro on 05/30/25	
Location: Floor Ext - Main Roof, 2nd & Bottom - ISO Paper **Analyst Description:** Gray, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 75%, Fibrous glass 5.0%, Non-fibrous 20%				
2 1	225053264-02	***No***	NAD (by NYS ELAP 198.1) by Kensen Caro on 05/30/25	
Location: Floor Ext - Upper Roof, 2nd & Bottom - ISO Paper **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 70%, Fibrous glass 5.0%, Non-fibrous 25%				
3 2	225053264-03	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 05/30/25	*1*
Location: Floor Ext - Main Roof, 3rd Layer - Vapor Barrier **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.5%				
4 2	225053264-04	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 05/30/25	*1*
Location: Floor Ext - Upper Roof, 3rd Layer - Vapor Barrier **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.0%				
5 3	225053264-05	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 05/30/25	*1*
Location: Floor Ext - Main Roof To Upper Facade, Counter-Flashing - White Caulk **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11%				
6 3	225053264-06	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 05/30/25	*1*
Location: Floor Ext - Main Roof To Upper Facade, Counter-Flashing - White Caulk **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.0%				

See Reporting notes on last page

PLM Bulk Asbestos Report

OGSx: 25144.00-IN; Five Points CF - Bldg. 5; 6600 NY-96 - Romulus, NY 14541; OGS Project #: Q2020

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
7 4	225053264-07	***No***	NAD (by NYS ELAP 198.1) by Kensen Caro on 05/30/25	
Location: Floor Ext - Brick Facade - Mortar **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%				
8 4	225053264-08	***No***	NAD (by NYS ELAP 198.1) by Kensen Caro on 05/30/25	
Location: Floor Ext - Brick Facade - Mortar **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%				

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Kensen Caro
Date: 5/30/2025

Reviewed by: Khaalid W. Perine

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

END OF REPORT

Adelaide Environmental Health Associates, Inc
1511 Route 22, Suite C24
Brewster, NY 10509
845-278-7710
845-278-7750 - fax

#225053264

Site Address: FIVE POINTS CF - BLDG. 5	Date: 5/28/25	Inspector(s) **Philip J. Page**
6600 NY-96	OGS PROJECT # Q2020	
ROMULUS, NY 14541	Project #: OGS#: 25144.00-IN	

Sample ID #	Homogeneous Area	Floor Level	Sample Location/Description	Quantity (In Feet)	Friable NonFriable	Condition g, d, sd
1	1	EXT	MAIN ROOF, 2ND + BOTTOM - ISO PAPER			
2	↓		UPPER ↓ ↓ ↓			
3	2		MAIN , 3RD LAYER - VAPOR BARRIER			
4	↓		VAPER ↓ ↓ ↓			
5	3		MAIN ROOF TO UPPER FACADE, COUNTER-FLASHING - WHITE CAULK			
6	↓		↓ ↓ ↓			
7	4		BRICK FACADE - MORTAR			
8	↓	↓	↓ ↓			

Special Instructions/ Turnaround Time:

Stop at 1st Positive per Homogenous Area 24 HR **TAT**

E-Mail Results to AdelaideLabResults@adelaidellc.com & ppage@adelaidellc.com

Relinquished by:

Received by: Sherilyn Formanek 5/29/25 10:20

Relinquished by:

Received by:

APPENDIX C

PCB ANALYTICAL RESULTS

PHOENIX
Environmental Laboratories, Inc.

Tuesday, June 03, 2025

Attn: Stephanie Soter
Adelaide Environmental Health Assoc,Inc
1511 Route 22, Suite C24
Brewster, NY 10509

Project ID: LBPC-5D:25144.00-IN
SDG ID: GCT38671
Sample ID#s: CT38671

This laboratory is in compliance with the NELAC requirements of procedures used except where indicated.

This report contains results for the parameters tested, under the sampling conditions described on the Chain Of Custody, as received by the laboratory. This report is incomplete unless all pages indicated in the pagination at the bottom of the page are included.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

A scanned version of the COC form accompanies the analytical report and is an exact duplicate of the original.

The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Sincerely yours,

Phyllis Shiller
Laboratory Director

NELAC - #NY11301
CT Lab Registration #PH-0618
MA Lab Registration #M-CT007
ME Lab Registration #CT-007
NH Lab Registration #213693-A,B
NJ Lab Registration #CT-003
NY Lab Registration #11301
PA Lab Registration #68-03530
RI Lab Registration #63
VT Lab Registration #VT11301

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Sample Id Cross Reference

June 03, 2025

SDG I.D.: GCT38671

Project ID: LBPC-5D:25144.00-IN

Client Id	Lab Id	Matrix	Col Date
P1	CT38671	CAULK	05/28/25 0:00

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102

NY # 11301

Analysis Report

June 03, 2025

FOR: Attn: Stephanie Soter
Adelaide Environmental Health Assoc,Inc
1511 Route 22, Suite C24
Brewster, NY 10509

Sample Information		Custody Information		Date	Time
Matrix:	CAULK	Collected by:		05/28/25	
Location Code:	ADELAIDE	Received by:	CP	05/29/25	18:20
Rush Request:	72 Hour	Analyzed by:	see "By" below		
P.O.#:					

Laboratory Data

SDG ID: GCT38671
Phoenix ID: CT38671

Project ID: LBPC-5D:25144.00-IN
Client ID: P1

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Caulk Extraction for PCB	Completed				05/30/25	A/Z/U	SW3545A
Polychlorinated Biphenyls							
PCB-1016	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1221	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1232	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1242	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1248	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1254	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1260	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1262	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
PCB-1268	ND	990	ug/Kg	2	06/02/25	SC	SW8082A
QA/QC Surrogates							
% DCBP	55		%	2	06/02/25	SC	30 - 150 %
% DCBP (Confirmation)	54		%	2	06/02/25	SC	30 - 150 %
% TCMX	43		%	2	06/02/25	SC	30 - 150 %
% TCMX (Confirmation)	41		%	2	06/02/25	SC	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference

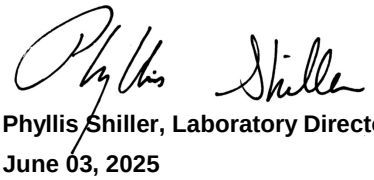
RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low
QA/QC Surrogates: Surrogates are compounds (preceeded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

Comments:

Results are reported on an ``as received`` basis, and are not corrected for dry weight.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200.
The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.



Phyllis Shiller, Laboratory Director
June 03, 2025
Reviewed and Released by: Anil Makol, Project Manager

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

QA/QC Report

June 03, 2025

QA/QC Data

SDG I.D.: GCT38671

Parameter	Blank	Blk RL	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
QA/QC Batch 786780 (ug/Kg), QC Sample No: CT35367 (CT38671)										
Polychlorinated Biphenyls										
PCB-1016	ND	500	75	73	2.7				40 - 140	30
PCB-1221	ND	500							40 - 140	30
PCB-1232	ND	500							40 - 140	30
PCB-1242	ND	500							40 - 140	30
PCB-1248	ND	500							40 - 140	30
PCB-1254	ND	500							40 - 140	30
PCB-1260	ND	500	76	72	5.4				40 - 140	30
PCB-1262	ND	500							40 - 140	30
PCB-1268	ND	500							40 - 140	30
% DCBP (Surrogate Rec)	89	%	92	86	6.7				30 - 150	30
% DCBP (Surrogate Rec) (Confirm	95	%	98	92	6.3				30 - 150	30
% TCMX (Surrogate Rec)	79	%	81	76	6.4				30 - 150	30
% TCMX (Surrogate Rec) (Confirm	82	%	85	80	6.1				30 - 150	30

Comment:

A LCS and LCS Duplicate were performed instead of a matrix spike and matrix spike duplicate.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

RPD - Relative Percent Difference
LCS - Laboratory Control Sample
LCSD - Laboratory Control Sample Duplicate
MS - Matrix Spike
MS Dup - Matrix Spike Duplicate
NC - No Criteria
Intf - Interference
(ISO) - Isotope Dilution

Phyllis Shiller, Laboratory Director
June 03, 2025

Tuesday, June 03, 2025

Sample Criteria Exceedances Report

GCT38671 - ADELAIDE

Criteria: None

State: NY

SampNo	Acode	Phoenix Analyte	Criteria	Result	RL	Criteria	RL Criteria	Analysis Units

*** No Data to Display ***

Phoenix Laboratories does not assume responsibility for the data contained in this exceedance report. It is provided as an additional tool to identify requested criteria exceedences. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedence information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Comments

June 03, 2025 SDG I.D.: GCT38671

The following analysis comments are made regarding exceptions to criteria not already noted in the Analysis Report or QA/QC Report: None.

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

NY Temperature Narration

June 03, 2025

SDG I.D.: GCT38671

The samples in this delivery group were received at 1.2°C.
(Note acceptance criteria for relevant matrices is above freezing up to 6°C)

Phoenix Environmental Laboratories, Inc.
587 East Middle Turnpike, PO Box 370
Manchester, CT 06040
ph. (860) 645-1102
fx. (860) 645-0823

Field Chain-of-Custody Record

Phoenix Project No. 25144

Analysis Turnaround: ~~7 Day~~ 3 DAY

Company: Adelaide Environmental
1511 Route 22, Suite C24
Brewster, NY 10509

Invoice to: Stephanie Soter

Results Send Via: AdelaideLabResults@adelaidellc.com

Cc Results: ppage@adelaidellc.com

Sampled By (Print): Philip J. Page

Sampled By (Sign):

Project #: LBPC-SD: 25144.00-IN

Project ID: FIVE POINTS CF - BLDG. 5 ROOF @2020

SAMPLE #	LOCATION	SAMPLE DATE	MATRIX	ANALYSIS REQUESTED	CONTAINER
P1	BLDG. 5, MAIN ROOF TO UPPER FACADE, COUNTER-FLASHING, WHITE	5/28/25	Caulk	PCB	BAG

38671

Comments

Cool 4°C___ HNO3___ H2SO4___ NaOH___ NONE___ FROZEN___

Temperature on Receipt 1.2 °C

Samples Relinquished By: [signature] Date/Time: 5/28/25

Samples Received By Lab: [signature] Date/Time: 5/29/25 8:50a

Samples Relinquished By: [signature]

Samples Received By Lab: Ashley Lee 5/29/25 1820

WCIP

APPENDIX D

PERSONNEL AND LABORATORY CERTIFICATIONS

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Adelaide Environmental Health Associates, Inc.
1511 Route 22, Suite C24, Brewster, NY, 10509

License Number: 29305
License Class: RESTRICTED
Date of Issue: 06/02/2025
Expiration Date: 07/31/2026
Duly Authorized Representative: John Soter

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

United States Environmental Protection Agency

This is to certify that

ADELAIDE ENVIRONMENTAL HEALTH ASSOCIATES INC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 08, 2025

LBP-15081-2

Certification #

August 25, 2022

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

Adelaide Environmental Health Associates, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 05, 2032

NAT-15081-4

Certification #

May 12, 2025

Issued On

Marc Edmonds, Chief

Risk Assessment Management Branch 2.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

PHILIP J PAGE
CLASS(EXPIRES)
C ATEC (05/26) D INSP (05/26)
H PM (05/26) I PD (05/26)

CERT# 25-6ZU0C-SHAB
DMV# 216687928

MUST BE CARRIED ON ASBESTOS PROJECTS

United States Environmental Protection Agency

This is to certify that

Philip J Page

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires March 23, 2026

LBP-I-I172697-3

Certification #

January 25, 2023

Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2026
Issued April 01, 2025

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 70488

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2026
Issued April 01, 2025

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. PHYLLIS SHILLER
PHOENIX ENVIRONMENTAL LABS
587 EAST MIDDLE TURNPIKE
MANCHESTER, CT 06040

NY Lab Id No: 11301

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Petroleum Hydrocarbons

Gasoline Range Organics	EPA 8015D
Oil and Grease Total Recoverable	EPA 9071B (Solvent:Hexane)

Phthalate Esters

Benzyl butyl phthalate	EPA 8270E
Bis(2-ethylhexyl) phthalate	EPA 8270E
Diethyl phthalate	EPA 8270E
Dimethyl phthalate	EPA 8270E
Di-n-butyl phthalate	EPA 8270E
Di-n-octyl phthalate	EPA 8270E

Polychlorinated Biphenyls

Aroclor 1016 (PCB-1016)	EPA 8082A
Aroclor 1016 (PCB-1016) in Oil	EPA 8082A
Aroclor 1221 (PCB-1221)	EPA 8082A
Aroclor 1221 (PCB-1221) in Oil	EPA 8082A
Aroclor 1232 (PCB-1232)	EPA 8082A
Aroclor 1232 (PCB-1232) in Oil	EPA 8082A
Aroclor 1242 (PCB-1242)	EPA 8082A
Aroclor 1242 (PCB-1242) in Oil	EPA 8082A
Aroclor 1248 (PCB-1248)	EPA 8082A
Aroclor 1248 (PCB-1248) in Oil	EPA 8082A
Aroclor 1254 (PCB-1254)	EPA 8082A
Aroclor 1254 (PCB-1254) in Oil	EPA 8082A
Aroclor 1260 (PCB-1260)	EPA 8082A
Aroclor 1260 (PCB-1260) in Oil	EPA 8082A
Aroclor 1262 (PCB-1262)	EPA 8082A
Aroclor 1262 (PCB-1262) in Oil	EPA 8082A

Serial No.: 70417

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All approved analytes are listed below:

Polychlorinated Biphenyls

Aroclor 1268 (PCB-1268)	EPA 8082A
Aroclor 1268 (PCB-1268) in Oil	EPA 8082A
PCB 101	EPA 8082A
PCB 105	EPA 8082A
PCB 118	EPA 8082A
PCB 128	EPA 8082A
PCB 138	EPA 8082A
PCB 153	EPA 8082A
PCB 170	EPA 8082A
PCB 18	EPA 8082A
PCB 180	EPA 8082A
PCB 183	EPA 8082A
PCB 184	EPA 8082A
PCB 187	EPA 8082A
PCB 195	EPA 8082A
PCB 206	EPA 8082A
PCB 209	EPA 8082A
PCB 28	EPA 8082A
PCB 44	EPA 8082A
PCB 49	EPA 8082A
PCB 52	EPA 8082A
PCB 66	EPA 8082A
PCB 8	EPA 8082A
PCB 87	EPA 8082A
PCB Congeners, Total	EPA 8082A

Polynuclear Aromatic Hydrocarbons

Acenaphthene	EPA 8270E

Serial No.: 70417

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NEW YORK STATE OF OPPORTUNITY. Office of General Services

Design and Construction
Division of Construction, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 474-0331 FAX: (518) 474-8201

SCHEDULE OF SUBMITTALS

PROJECT NO.: Q2020-E

FACILITY: Five Points-Replace Roof, Mess Hall, Building 5

CONTRACTOR:

PROJECT MANAGER: Tahmina Haidar

DESIGN CONSULTANT: LaBella

ENGINEER-IN-CHARGE: Bradley S Young

LEGEND

PACK: SUBMITTAL PACKAGE

SD: SHOP DRAWINGS

PD: PRODUCT DATA

EPD: ENVIRONMENTAL PRODUCT DECLARATION

SAM: SAMPLES

QCS: QUALITY CONTROL SUBMITTALS

LEED: LEED SUBMITTALS

CCS: CONTRACT CLOSEOUT SUBMITTALS

SUBMITTAL REVIEW RESPONSIBILITY:
F: OGS FIELD OFFICE
F/O: OGS FIELD OFFICE / OFFICE (ALBANY)
D: CONSULTANT / DESIGNER
S: OGS SCHEDULING DEPARTMENT
RSM: Regional Safety Manager

INSTRUCTIONS TO THE CONTRACTOR

1. Refer to **Section 013300 Submittals** of the Project Manual for general requirements regarding submittals and to **Section 017716 - CONTRACT CLOSEOUT** for project closeout submittals.
2. Refer to Sections of the specifications indicated herein for details of the requirements for each submittal listed.
3. Indicate in the rows (spaces) following each item:
a. Critical submittals and long lead items (mark with an 'X'). Some critical submittals may already be identified by the design team. Confirm that these are critical submittals.
b. The date the item will be submitted, and date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for completion of the work in accordance with the Progress Schedule. The date entered for the submittal is the last date a substitution will be considered. Proposed substitutions must be made prior to the date entered if more than one substitution is to be submitted for approval. Spaces which contain N/A do not require dates.
4. An example of a Submittal Transmittal (BDC-42) can be located at: http://www.ogs.ny.gov/BU/DC/forms/ContractorConstForms.asp
5. Submit Contract Closeout Submittals (CCS) prior to final inspection.

INSTRUCTIONS TO THE CONSULTANT / DESIGNER

1. Cut and paste required information from each Division (Div.X) tab and place in the S.O.S. tab.
2. Delete Division (Div.X) tabs after the S.O.S. tab has been in-filled.
3. Indicate F, F/O or D in column E. Items in Div.1 have defaults that can be modified as necessary.
4. Indicate items that are critical submittals in column F.
Note:
The following list of submittals is furnished for your convenience in scheduling submittals. The list is not warranted to be complete and does not take precedence over the contract documents. Enter additional submittals, as required and modify this schedule to the specific project. This S.O.S. will be used to populate the submittals website log.

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Albany, New York 12242
Phone: (518) 474-0331 FAX: (518) 474-8201

SCHEDULE OF SUBMITTALS

PROJECT NO.: Q2020-E

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
007213			**GENERAL CONDITIONS**					
007213		**PD**	ARTICLE 6: Designate in writing competent supervision and/or management representatives as required - include contact number in case of an emergency after work hours, including weekends and holidays (see 011000 Summary of Work)	F				
007213		**PD**	ARTICLE 8: Permits and licenses	F				
011100			**SAFETY**					
011100	**1.4.A**	**QCS**	Site Specific Safety Plan	RSM				
011100	**1.4.B**	**QCS**	Employee Safety Orientation Training and Documentation	F				
013113			**PROJECT SCHEDULE**					
013300			**SUBMITTALS**					
013300	**1.7.B**	**PD**	Schedule of Submittals Acknowledgement	F	X			
013300	**1.7.A**	**QCS**	Submittal Coordinator Qualifications	F/O	X			
017716			**CONTRACT CLOSEOUT**					
017716	**1.4**	**CCS**	Project Record Documents	F				
017716	**1.5**	**CCS**	Operation and Maintenance	F				
017716	**1.6**	**CCS**	Warranties	F				
017716	**1.7**	**CCS**	Spare Parts and Maintenance Materials	F				
260519			**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**					
260519	**2.2**	**PD**	Copper Building Wire	D				
260519	**2.3**	**PD**	Connectors and Splices	D				
260519	**1.5**	**QCS**	Qualification Data: For [testing agency] [manufacturer's authorized service representative].	D				
260519	**3.8**	**QCS**	Field Quality-Control Reports	D				
260529			**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**					
260529	**2.1**	**PD**	Slotted Support Systems, Hardware, and Accessories	D				
260529	**2.1**	**PD**	Clamps	D				
260529	**2.1**	**PD**	Hangers	D				
260529	**2.1**	**PD**	Sockets	D				
260529	**2.1**	**PD**	Eye Nuts	D				
260529	**2.1**	**PD**	Fasteners	D				
260529	**2.1**	**PD**	Anchors	D				

SCHEDULE OF SUBMITTALS

PROJECT NO.: Q2020-E

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
260533			**RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**					
260533	**1.4**	**SD**	Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections and attachment details	D				
260533	**1.5**	**PD**	Metal Conduits and Fittings	D				
260533	**1.6**	**PD**	Nonmetallic Conduits and Fittings	D				
260533	**1.7**	**PD**	Boxes, Enclosures, and Cabinets	D				
260533	**1.8**	**PD**	Nameplates and Tags	D				
Updated 08/27/2024								