

Request for Proposal Project Manual

PIN: WFM.21.007

Project Name: Whiteface Detachable Quad – Bear Den to Legacy Lodge

CIN: WFM.21.007.001

Contract Name: High Speed Detachable Quad Chairlift System Contract

**Olympic Regional Development Authority
Olympic Center, Lake Placid, New York, 12946**

18 April 2022

Presented By:

Olympic Regional Development Authority
Office of Environmental, Planning & Construction
2634 Main Street, Lake Placid, NY 12946

Prepared By:

Olympic Regional Development Authority
Office of Environmental, Planning & Construction
2634 Main Street, Lake Placid, NY 12946



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INVITATION FOR REQUEST FOR PROPOSAL

Notice is hereby given that Proposals will be received by the Olympic Regional Development Authority up to the date and time as identified in the **Schedule of Important Dates and Times** by the Olympic Regional Development Authority, at the Olympic Center, 2634 Main Street, Lake Placid, NY 12946; phone (518) 302-5349 at the **Office of Environmental Planning and Construction**

PIN: WFM.21.007

Project Name: Whiteface Detachable Quad – Bear Den to Legacy Lodge

CIN: WFM.21.007.001

Contract Name: High Speed Detachable Quad Chairlift System Contract

See Section 01 10 00 “Summary of Work” or for a general description and the Technical Specification Sections for the specific descriptions; but in a general overview of the contract: The Vendor shall include all required final proprietary system design engineering, design engineering certification, construction engineering, construction engineering certification, manufacturing, quality control, and turn-key construction/installation/start-up and commissioning and regulatory testing, including all labor, tools, equipment, materials, temporary facilities and profit & overhead for the implementation of the Project specifications and other requirements for Providing a High Speed Detachable Quad Chair Lift as set forth within these Request for Proposal Documents. The Proposal submissions and Work shall be completed as per the Schedule of Important Dates and Times

RFP submissions and Work shall be completed per the Schedule of Important Dates and Times.

Schedule of Important Dates and Times

- Notice to Bidders: ***19 April 2022***
- Pre-Bid Site Visit/Meeting: ***02 May 2022***
- End of Questions: (Close of Business) ***09 May 2022***
- Addendum*: (If Required) ***11 May 2022***
- Bids Due: ***19 May 2022 at 11:00 AM*** Local Time
- Substantial Completion: ***15 October 2023***
- Final Completion: ***01 November 2023***

*Latest date of Addendum release. Owner may release Addendum prior if need be.

RFP Documents

Only those firms registered with ORDA’s Office of Environmental, Planning and Construction (OEPC) as RFP recipients shall be allowed to submit a Proposal. To become a Registered RFP recipient and to obtain a RFP the follow information shall be submitted: Organizational Name and Mailing Address, Primary and Secondary Contact Names, Phone Numbers and Email Addresses. (Secondary Contact is **MANDATORY**)

Requests shall be sent in writing to:

Olympic Regional Development Authority
Office of Environmental, Planning and Construction
(WFM.21.007.001)

2634 Main Street, Lake Placid, NY 12946

or email* to projects@orda.org

ORDA cannot be held responsible for email requests that are not received.

RFP documents will be distributed electronically.

RFP and Contract Documents may be examined at the following locations:

The New York State Contract Reporter

<https://www.nyscr.ny.gov>

ORDA Website

<https://orda.org/do-business/environmental-planning-construction/>

Designated Contacts

In compliance with the Procurement Lobbying Law, David Trudeau, has been designated by ORDA as the PRIMARY contact for this procurement solicitation and may be reached by email for all inquiries regarding this solicitation.

David Trudeau

Olympic Regional Development Authority

2634 Main Street

Lake Placid, NY 12946

E-Mail: Projects@orda.org

In the event that the designated contact is not available, the ALTERNATE designated contacts are:

Matt Allen

Olympic Regional Development Authority

2634 Main Street Lake Placid

Lake Placid, NY 12946

E-Mail: Projects@orda.org

By Order of the Olympic Regional Development Authority

DETACH AND USE THIS FORM

PROPOSAL SUBMITTAL PRICE FORM FOR:**PIN:** WFM.21.007**Project Name:** Whiteface Detachable Quad - Bear Den to Legacy Lodge**CIN:** WFM.21.007.001**Contract Name:** High Speed Detachable Quad Chairlift System Contract*Whiteface Mountain Ski Center**5021 Route 86**Wilmington, NY 12997*

New York State
Olympic Regional Development Authority
Olympic Center
Office of Environmental, Planning and Construction
2634 Main Street
Lake Placid, NY 12946

THIS IS A 4 PAGE PROPOSAL SUBMITTAL PRICE FORM. ALL PAGES MUST BE COMPLETED.

THE NYS OLYMPIC REGIONAL DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS. EACH PROPOSAL FORM SHALL BE ACCOMPANIED BY PROPOSAL SECURITY IN THE AMOUNT STATED IN THE INSTRUCTION TO PROPOSERS.

The Undersigned agrees to complete the Work within the time stated in Invitation for Request for Proposal – Schedule of Important Dates and Times.

The Undersigned acknowledges the Proposal Submittal Price Form is one part of a three part Best Value evaluation factor.

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 set forth in the Supplementary Conditions. The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goal for Minority and Women-Owned Business Enterprise participation set forth in the Supplementary Conditions.

The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goal for Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Businesses participation 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 and understands that time is of the essences.

The Undersigned agrees that the proposal security shall be subject to forfeiture if this proposal is accepted by the ORDA and he/she does not submit executed copies of the Agreement **WITHIN 48 HOURS 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 proposal, each Proposers and each person signing on behalf of any Proposers certifies, and in the case of a joint proposal 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 proposal 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 Proposers or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposers and will not knowingly be disclosed by the Proposers prior to opening, directly or indirectly, to any other Proposers or to any competitor;

(3) No attempt has been made or will be made by the Proposers to induce any other person, partnership or corporation to submit or not to submit a proposal 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 official duties.”

(5) The Proposers understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with ORDA's procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b).

(6) The Proposers are 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 00 73 24.

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 Proposers 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 proposal, each Proposers and each person signing on behalf of any Proposers certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposers 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 201-g of the labor law.

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

(10) In accordance with Section 165(5) of the State Finance Law, the Proposers, by submission of this proposal, certifies that it or any individual or legal entity in which the Proposers holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Proposers, 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 ☐

Addenda to the Contract Documents are available from the Designated Contact.

The Undersigned acknowledges receipt and review of all Addenda and has included 00 21 11 Addendum Acknowledgment with the Proposal.

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

BASE PROPOSAL

- | | | |
|----|--|-----------------------------------|
| 1. | All Work except Allowance(s) and Add Alternates | \$ <u> .00</u> |
| 2. | Allowance – Field Order (As described in Section 012101)
(in words: Dollars and No Cents) | \$ <u> 350,000.00</u> |
| 3. | Cash Allowance – (As described in Section 012101)
(in words: Dollars and No Cents) | \$ <u> \$100,000.00</u> |

Base Proposal Amount (Sum of 1, 2, and 3.) \$.00

(in words: _____)

ADD ALTERNATE

- | | | |
|----|---|-----------------------------------|
| 1. | Provide a genset to run the Primary Power Unit/AC
Drive in place of the Diesel Drive Auxiliary Unit
(in words: Dollars and No Cents _____) | \$ <u> .00</u> |
| 2. | <u>Provide a covered storage rail capable of parking the total number of carriers</u>
<u>in the system and which provides rail access to an enclosed grip bay</u>
<u>maintenance building provided by owner</u>
(in words: Dollars and No Cents _____) | \$ <u> .00</u> |

Is your firm a NYS-Certified Minority/Women-Owned Business Enterprise (MWBE)?

Yes ☐ No ☐

MWBE Certification file No. _____

Is your firm a NYS-Certified Service-Disabled Veteran Owned Business (SDVOB)?

Yes ☐ No ☐

SDVOB Certification file No. _____

SIGN PROPOSAL HERE _____
Authorized Signature

PRINT NAME OF SIGNER _____

TITLE OF SIGNER _____

OFFICIAL COMPANY NAME _____

MAILING ADDRESS

Street_____
City_____
State_____
Zip Code

TELEPHONE NO.

Area Code

FAX NO.

Area Code

E-MAIL ADDRESS

Addendum Acknowledgment

PIN: WFM.21.007

Project Name: Whiteface Detachable Quad – Bear Den to Legacy Lodge

CIN: WFM.21.007.001

Contract Name: High Speed Detachable Quad Chairlift System Contract

I, the undersigned, do hereby affirm that I have received and fully reviewed the information provided in the Addenda and/or Addendums and that these documents are now incorporated into the Project Proposal Documents.

Addenda 1 Acknowledgment (as needed) _____

Addenda 2 Acknowledgment (as needed) _____

Addenda 3 Acknowledgment (as needed) _____

Addenda 4 Acknowledgment (as needed) _____

Addenda 5 Acknowledgment (as needed) _____

Respectfully Submitted:

Signed

Title

Company

(SEAL – if PROPOSAL is by a corporation)

Attest:

Time Schedule Form

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Proposers shall complete the form below to show a proposed time schedule to meet OWNER's critical time schedule. This form shall be completed and provided with the Proposal for Proposers to be considered responsive to the proposal. The intent of this form is to ensure understanding of the time schedule. Dates set by the Olympic Regional Development Authority are provided.

Date of Award 30 May 2022

Date to Provide Shop Drawings

Date of Site Access

Date of Completion of Installations

Date of Completion of Testing 15 October 2023

Completion of Punch List Items

Date of Final Commissioning

Date of Final Completion 01 November 2023

Payment Schedule Form

PIN: WFM.21.007

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Proposers shall complete the form below to show a proposed Payment Schedule. This form shall be completed and provided with the Proposal for Proposers to be considered responsive to the proposal. The intent of this form is to ensure understanding of the Payment Terms. Payment is not required at all the identified Phases, however, to qualify for payment at these phases, the Proposer shall disclose these requirements as a condition of the Proposal. The bidder may develop their own form if the Descriptions and Dates dictate.

The terms of payment shall be made as detailed below. Tender is in US Dollars.

Total Cost of Project: _____

Date of Award

30 May 2022

Amount to be invoiced at Signing of Agreement.

Amount to be invoiced at Shop Drawings.

Amount to be invoiced at Fabrication.

Amount to be invoiced at Mobilization.

Amount to be invoiced at 50% complete.

Amount to be invoiced at 75% complete.

Amount to be invoiced at 90% complete.

Amount to be invoiced at 100% complete.

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

OEPC-3

Olympic Regional Development Authority

00 21 12

Page 1 of 2

Instructions for Completing the OEPC-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:

ORDA’s Office of Environmental Planning 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 Office of Environmental Planning and Construction.

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.

DOCUMENT 00 21 13.1
INSTRUCTIONS TO PROPOSER – BEST VALUE
ENGINEERED / MANUFACTURED SYSTEM

1. EXAMINATION OF DOCUMENTS

- 1.1. The Project Manual and Drawings will be issued by the Consultant/OEPC and/or ORDA's Office of Planning and Construction (OEPC) upon request specified information in the Invitation for Request for Proposal Invitation. ORDA reserves the right to release these documents electronically or in hard copy.
- 1.2. Carefully examine and be familiar with the Request for Proposal and Contract Documents.

2. VISIT TO THE SITE

- 2.1. Visit the Site of the Work prior to submitting your proposal. Refer to the Invitation for Request for Proposal for any special instructions.
 - 2.1.1. A pre-proposal conference and site visits are typically held with the date, time and location disclosed in the Invitation for Request for Proposal. Or the option is provided for appointments to be made by the proposer to contact ORDA for a project site visit. No individual or additional site visit will be performed under the pre-proposal time period unless there are special circumstance. Failure to attend a site visit shall not be the cause for extra payment.
- 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 ORDA 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 Project will be:
 - **Primary:** As presented in Document Number 00 11 14 Invitation for Request for Proposal
 - **Alternate:** (In the event that the Primary Designated Contact(s) are unavailable, the Alternate Contracts may be contracted as indicated below:
 - David Trudeau, Project Manager of Environmental, Planning & Construction, telephone – (518) 302-5322
 - Matt Allen, Administration, telephone - (518) 354-0963
- 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 proposals 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 proposals, 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 proposals, 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 proposals, 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 ORDA, 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 proposer 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 conflicts, errors, discrepancies or questions regarding the intent or meaning of the drawings or specifications to the Olympic Regional Development Authority in writing, by the date identified in the **Schedule of Important Dates and Times**. Such requests shall be sent by email in PDF format with receipt request, or by postal service to:

Olympic Regional Development Authority
Olympic Center
2634 Main Street
Attn: Office of Environmental, Planning and Construction
Lake Placid, NY 12946
Projects@orda.org

- 3.3.1. Prospective Proposer shall examine the Request for Proposal and Contract Documents carefully and, before submitting a proposal, shall make written request for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent proposal. Such interpretation or correction as well as any additional Contract provision ORDA shall decide to include will be issued in writing by the Consultant/OEPC as an Addendum.
- 3.3.2. Prospective Proposer are responsible for ensuring that all addenda have been incorporated into the proposal. The requirements contained in all Request for Proposal and Contract Documents shall apply to all Addenda.
- 3.4. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarification will be without legal effect.
- 3.5. Addenda, if any, will only be issued to Registered Plan Holders and shall be distributed via E-Mail unless full size plan sheets are required.
- 3.6. Pre-proposal inquiries answered by means other than Addenda will not be binding.
- 4. PREPARATION OF PROPOSAL**
- 4.1. Prepare each proposal on the official form furnished by ORDA. ***Enter all amounts in numerals in whole dollar amounts.*** Make no erasures, cross-outs, whiteouts, write-overs, obliterations, or changes of any kind in the Proposal Submittal Price Form phraseology, in the entry of unit prices, or anywhere on the Proposal Submittal Price Form. Fill in all blank spaces legibly. An illegible entry may disqualify the proposal in its entirety. If a mistake is made, use a new Proposal Submittal Price Form. No post proposal meetings will be afforded to any proposer to explain or clarify illegible or changed entries.
- 4.1.1. Any Proposal may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a proposal security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the proposer. In case of a discrepancy in the prices contained in the Proposal forms submitted in duplicate by the proposer, the Proposal form which contains the lower proposal shall be deemed the proposal of the proposer; provided, however, ORDA at its election may consider the Proposal of such proposer informal.
- 4.2. Proposals shall not include sales and compensating use taxes on materials incorporated into the work.
- 4.3. Proposals shall be submitted in duplicate in a sealed envelope clearly and distinctly marked with the Project Name, the contract number and the contractor's name; and for multiple prime job include the Trade being proposal.
- 4.4. Proposer shall be solely responsible for the delivery of their proposal in the manner and time prescribed.
- 4.5. If the Project Manual contains alternates, indicate the amounts to be added to or deducted from the base proposal in the spaces provided on the Proposal Submittal Price Form. If the Work is to be performed at no change in cost, indicate the word "NONE". Any proposal which fails to indicate an amount with

the words “ADD” or “DEDUCT” or the word “NONE”, for each alternate, will be held to be informal and may be rejected.

- 4.6. Sign the Proposal Submittal Price Form in the space provided. An officer or a principal of a corporation or a partnership signing for the proposer shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature after “SIGN PROPOSAL HERE”. The same procedure shall apply to the proposal 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 or copies are not acceptable. Submitted Proposal Submittal Price Forms that do not conform to these requirements will be disqualified.
- 4.7. Mailing Address: Include street address. Addenda sent by other than US Postal Service cannot be delivered to Post Office Boxes.
- 4.8. Each Proposal must be accompanied with the following. Proposals received without these items may be rejected:
 - 4.8.1. Proposal Submittal Price Form – Signed by a duly authorized officer of the company,
 - 4.8.2. Time Schedule & Payment Schedule
 - 4.8.3. Technical Proposal
 - 4.8.4. Acknowledgement of Addenda(s),
 - 4.8.5. Proposal Bond (ORDA’s Form) or certified check for a sum equal to 5% of the Proposal or Proposals payable to Olympic Regional Development Authority,
 - 4.8.6. OEPC-3 Offerer Disclosure of Prior Non-Responsibility Determinations.

5. PROPOSAL SECURITY INFORMATION

- 5.1. Proposal security is required as a guarantee that the proposer will enter into the Contract and furnish a satisfactory Performance Bond and Labor and Material Bond within the time specified on the Proposal Form. Submit proposal security in the amount indicated in the Advertisement for Proposals 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 NY Olympic Regional Development Authority).
 - 5.1.2. Proposal Bond on ORDA Form 00 43 13 to be issued by a Surety licensed in the State of New York.
- 5.2. Upon submission of a certified check or bank check, the proposal security of the successful proposer will be returned, without interest, pending acceptance of the required bonds and the execution of Contract. The second low proposer’s proposal security will be returned after the successful proposer executes the Contract. The proposal security of all other Proposers with a proposal security in the form of checks will be returned as soon as possible after the apparent low proposer has been determined.
- 5.3. Proposal/Bid Bonds, due to their nature, will not be returned.
- 5.4. Sign the Proposal/Bid Bond in the space provided. An officer or a principal of a corporation or a partnership signing for the proposer 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 proposal 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 Proposal Security that does not conform to these requirements will be disqualified.

6. SUBMISSION OF PROPOSAL

- 6.1. Submit Proposal Submittal Price Form, Time Schedule & Payment Schedule, Technical Proposal, proposal security and form OEPC-3 – Offerer Disclosure of Prior Non-Responsibility Determinations in a sealed envelope. Telephone or fax Proposals will not be accepted.
- 6.2. All Proposals must be received before the time specified, and at the place designated for the receipt of proposals as listed on 00 11 14 Invitation for Request for Proposal **“Schedule of Important Dates and Times”**.
- 6.3. A late Proposal 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 ORDA and (2) that absent such mishandling, the Proposal 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 ORDA will not suffice to excuse late arrival.
- 6.4. A late Proposal not eligible for consideration will be returned unopened with notification of the reason for its refusal.

7. MODIFICATION OF PROPOSAL

- 7.1. Proposal modifications by amendment will only be considered on condition that: (1) the amendment is received before the time specified, and at the place designated for receipt of proposal, (2) the amendment is in writing and executed by a principal of the Proposer’s firm, and (3) the proposal, as amended, conforms in all respects with the Contract Documents. Proposer may hand-deliver, mailed or faxed to “518-523-4309” their Proposal modifications. Proposer may use a Proposal modification to acknowledge addenda and/or change the proposal amount, an element on the Time Schedule & Payment Schedule Form and/or their Technical Proposal. Proposal modifications received must be on company letterhead and signed by a principal of the Proposer’s firm. **DO NOT** use the ORDA Proposal Submittal Price Form to submit Proposal modifications. Indicate any amounts to be added to or deducted from any part of the proposal amount with the words “ADD” or “DEDUCT” next to the amount. The **only** amounts listed on a proposal modification should be the amounts to be added or deducted. **DO NOT** expose the new proposal amount on the proposal modification. If the proposal amount is shown on the proposal modification, or otherwise exposed at any time before the Proposal opening, **the Proposal shall be disqualified.**

8. WITHDRAWAL OF PROPOSAL

- 8.1. A Proposal may be withdrawn at any time prior to the time specified for receipt of Proposals. Should a Proposer decide to withdraw its proposal before the proposal opening, the request must be prepared on company letterhead, signed by a principal of the proposer firm, and faxed to (518) 523-5366, or hand-delivered or mailed to the ORDA Office of Environmental, Planning and Construction (OEPC) at the place designated for receipt of proposals. ORDA will fax and/or e-mail an acknowledgment of the withdrawal request that includes an indication that the unopened proposal will be returned. Should the withdrawal request be in error, the proposer must call OEPC at (518) 302-5332 immediately. The unopened proposal will be returned by mail to the proposer.
- 8.2. Not more than five (5) business days after the proposal opening or a scheduled pre-award meeting, whichever comes later, a low proposer may request the withdrawal of its proposal based on a mistake. The request must be submitted via certified or registered mail to the address to which the proposal was directed. OEPC may conduct or have conducted on the proposer’s behalf a fact-finding proceeding to develop

information concerning the request for withdrawal. A request for withdrawal of a proposal made after the specified number of days allowed shall result in automatic forfeiture of the proposal security.

- 8.3. Following a timely request for withdrawal of a proposal, the proposal security will be returned if the proposer 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 proposal,
 - 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 proposal computation,
 - 8.3.3. The absence of gross negligence in the preparation of the proposal. For the purposes of this subparagraph, gross negligence may include,
 - i. the apparent failure of a proposer to account for two or more categories (divisions) of work,
 - ii. the use of multiple erroneous quotations from subcontractors or suppliers,
 - iii. submission to OEPC of a proposal withdrawal request within the preceding six (6) months.
 - 8.3.4. If the proposer fails to meet its burden of proof, the request to withdraw without penalty shall be denied and its proposal security will be forfeited and become the property of the ORDA. The decision of OEPC shall be final and conclusive.
 - 8.3.5. Once a request to withdraw is made, the proposer is ineligible for award. OEPC shall continue to progress the award process considering only the remaining proposals.
- 8.4. A proposer may withdraw its proposal if no award is made within forty-five (45) days after the receipt of proposals. A written notice must be submitted via certified or registered mail to the address in Section 3.3 of these Instruction to Proposers prior to approval of the contract by ORDA. 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 proposals.

9. DISQUALIFICATION

- 9.1. Any proposal which fails to conform to the requirements of the RFP and Contract Documents may be rejected.
- 9.2. The Director may waive any informality or afford the proposer an opportunity to remedy any deficiency resulting from a minor informality or irregularity.
- 9.3. ORDA reserves the right to disqualify Proposer, before or after proposal opening, upon evidence of collusion with third parties or other illegal practices upon the part of the proposer.
- 9.4. ORDA reserves the right to disqualify Proposer, before or after proposal opening including but not limited to any of the following which may be considered just cause to disqualify a proposal:
 - 9.4.1. Evidence of collusion, directly or indirectly,
 - 9.4.2. Any attempt to improperly influence any staff,
 - 9.4.3. Proposer's prior work and/or performance on past contracts,
 - 9.4.4. Incomplete or incorrect information submitted as part of the proposal,
 - 9.4.5. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
 - 9.4.6. Proposer's default under any agreement, which results in termination of the Agreement.

- 9.5. Prohibition of Gifts: ORDA officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the ORDA, or proposing to do business with the ORDA. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposer should not offer any gifts or souvenirs, even of minimal value, to ORDA officers or employees.
- 9.6. **GOVERNING LAWS AND REGULATIONS ADMINISTERED BY OTHER DEPARTMENTS**
- 9.7. 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.
- 9.8. 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.
- 9.9. 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.

10. OPENING AND EVALUATION OF PROPOSALS

-Proposals will be opened and evaluated in accordance with Section

11. DETERMINATION OF PROPOSER'S/CONTRACTOR'S RESPONSIBILITY

- 11.1. Each proposer, 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. ORDA 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 ORDA in determining the responsibility and reliability of the vendor.

ORDA 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 Proposer do not already have a Vendor ID, they are encouraged to obtain one *in advance of* the proposal 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://portal.osc.state.ny.us>.

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.

- 11.2. After the proposals are opened, the apparent low proposer 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://portal.osc.state.ny.us>).
- 11.3. It is recommended that all Proposer become familiar in advance with all of the requirements of the CCA-2. As mentioned in 12.2, Proposer who do not have a Vendor ID are encouraged to obtain one in advance of the proposal opening.
- 11.4. All Proposer must submit a completed form OEPC-3 - ***Offerer Disclosure of Prior Non-Responsibility Determinations*** along with their Proposal Form.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.

12. SUBMISSION OF POST-BID INFORMATION

- 12.1. Within two (2) business days after the opening of proposals, each of the Proposers, unless otherwise directed by ORDA or otherwise provided in the Bidding and Contract Documents, shall submit to ORDA:
- 12.1.1. The names, addresses and phone number of the proposer's proposed subcontractors.
 - 12.1.2. A breakdown of the amount of the proposer's Proposal. Such breakdown shall be prepared in accordance with industry standards.
 - 12.1.3. The following forms, completed as required:
 - i. Code of Business Ethics
 - ii. Certificate of Non-Collusion
 - iii. Procurement Lobbying Law - Certification
 - iv. Executive Order 177
 - v. Affidavit of Worker's Compensation
 - vi. Evidence of Proposer's qualifications to do business in New York State if the proposer is a non-New York State company.
 - vii. W-9
- 12.2. In order to demonstrate qualification to perform the Work, each Proposer must be prepared to submit within five (5) business days of Owner's request written evidence of

- 12.2.1. Financial data, previous experience, present commitments and such other data as requested by the Owner in accordance with the General and Supplemental Conditions, this includes insurances and bonding.
- 12.2.2. Determination of Safety of Operating and Experience of Work for Projects that require special skills due to environmental conditions or other conditions that are non-typical.
- 12.3. The Proposer's compliance with the Non-Discrimination Requirements and ORDA's Affirmative Action Policy are precondition to entering into a valid and binding Contract with ORDA.
- 12.4. The above information and such other information as ORDA or the Consultant/OEPC may request or obtain will be used by ORDA in determining the reliability and responsibility of the proposer. Each proposer must comply promptly with all requests by ORDA and the Consultant/OEPC for information and must actively cooperate with ORDA and the Consultant/OEPC in their efforts to determine the qualifications of the proposer.

13. QUALIFICATIONS OF PROPOSER

- 13.1. All prospective Proposer are hereby notified that, on request of ORDA, they must be able to prove to the satisfaction of ORDA that they have the skill and experience, as well as the necessary facilities, ample financial resources, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.
- 13.2. Each proposer must be prepared to show to the satisfaction of ORDA that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first \$100,000 of the amount of its Base Proposal plus 10 percent of the next \$900,000 plus 5 percent of the remainder of its Base Proposal. Working capital is defined as the excess of current assets over current liabilities. ORDA defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.
- 13.3. A proposer must also be prepared to prove, to the satisfaction of ORDA, that it has successfully completed a contract of similar work in an amount of not less than 50 percent of the amount of its Base Proposal.

14. AWARD OF CONTRACT

- 14.1. The award of the Proposal may be based on the Best Value Competitive Bidding and Procurement Policy.
- 14.2. ORDA shall determine the Best Value Proposal by means of the Best Value Competitive Bidding and Procurement Policy.
- 14.3. ORDA reserves the right to accept or reject in any order indicated and **shall not** be used in combination with the Base Proposal to determine the low proposer. Unit prices **shall not** be used to determine the low proposer.
- 14.4. ORDA reserves the right to reject any or all proposals, and advertise for new proposals, if in its opinion the best interest of the State will thereby be promoted. In the event that all proposals are rejected, each proposer will be so notified.
 - 14.4.1. A Proposal may be rejected if the proposer fails to furnish the required proposal security or to submit the data required with or after its Proposal.
 - 14.4.2. A Proposal may be rejected if the proposer cannot show to the satisfaction of ORDA: (i) that it has the necessary capital, skill and experience; or (ii) that it owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time specified; or (iii)

that it is not already obligated by the performance of so much other work as is likely to delay the commencement, prosecution or completion of the work contemplated by the Contract.

- 14.4.3. A Proposal will be rejected if it does not provide for the completion of the work by the date of completion specified in the Proposal.

15. SURETY BOND

- 15.1. If required, the Contractor shall furnish Performance and Payment Bonds, within ten (10) calendar days after the receipt of Notice of Award, 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 ORDA'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. INSURANCE REQUIREMENTS

- 16.1. Prior to the commencement of work the Successful Proposer will provide, at its sole cost and expense, Certificates of Insurance in accordance with New York State Olympic Regional Development Authority Insurance Requirements (Most Recent Version). Such Certificates of Insurances shall be from an insurance company licensed by the New York State Department of Insurance with a rating of at least "A-" as published with Standard & Poor's, and a liability insurance policy with limits no less than provided for on the above referenced document per claim. If during the term of the policy, the carrier's rating falls below "A-", the liability insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State of New York. Such policies shall name the NYS OLYMPIC REGIONAL DEVELOPMENT AUTHORITY and the STATE OF NEW YORK as additional insured and the other entities as required on the above reference form. The policy shall designate the NYS Olympic Regional Development Authority as the loss payee and shall contain a provision that the NYS Olympic Regional Development Authority shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy.

17. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS

- 17.1. 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 proposal or renewal.
- 17.2. 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 ORDA upon request, prior to award:

- 17.2.1. **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**

- 17.2.2.C-105.2 – ***Certificate of Workers’ Compensation Insurance*** (the contractor’s insurance carrier will send this form to ORDA upon request); contractors insured through the New York State Insurance Fund should use their version of the form, the U-26.3; **OR**
- 17.2.3.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 ORDA upon request).
- 17.3. 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 ORDA upon request, prior to award:
- 17.3.1.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**
- 17.3.2.DB-120.1 – ***Certificate of Disability Benefits Insurance*** (the contractor’s insurance agent, broker or carrier will send this form to ORDA upon request); **OR**
- 17.3.3.DB-155 – ***Certificate of Disability Benefits Self Insurance*** (the contractor should call the Workers’ Compensation Board’s Self-Insurance Office at 518 402-0247).
- 17.3.4. 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). Please refer to 007302 Supplemental Conditions – Insurance for Additional Insureds: Olympic Regional Development Authority, 2634 Main Street, Lake Placid, NY 12946

18. GENERAL ADMINISTRATION

- 18.1. The successful proposer shall be required to comply with all provisions of the Federal Government Equal Employment Opportunity clause issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804).
- 18.2. All work must be performed in accordance with the rules, regulations and variances set forth by the New York State Department of Labor Industrial Code 56, EPA, OSHA and other regulatory agencies for asbestos removal and disposal.
- 18.3. Prevailing Wage Rates shall be paid to workers on the project. The Olympic Regional Development Authority is exempt from paying sales and compensating use taxes of the State of New York, cities and counties, on materials to be incorporated into the work.
- 18.4. The successful proposer shall provide ORDA a W-9 within five (5) days of the Notice of Award.
- 18.5. Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.

19. GENERAL TERMS AND CONDITIONS

Updated 01/28/2021
Printed 04/18/2022

- 19.1. The following items will be incorporated into, and made part of, the formal agreement: (1) ORDA's Invitation for Proposal; (2) the Successful Proposer's Proposal; (3) the Purchase Order, (4) Exhibits to the Purchase Order, (5) Notice to Proceed, (6) General Conditions, (7) Supplementary or Special Conditions, (8) Drawings and Specifications bearing the Project Name/Title, (9) Addenda, (10) Documentation submitted by Contractor prior to Notice of Award/ to Proceed, (11) Standard Contract Terms, (12) Sub-Contractor Site Access Agreement(s), Procurement Lobbying Form and Code of Business Ethics, and (13) Executive Order 177.
- 19.2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Standard Contract Terms, (2) Purchase Order, (3) Supplementary and Special Conditions, (4) General Conditions, (5) Addenda, (6) Specifications bearing the Project Name/Title, (5) Exhibits to the Agreement, (6) Notice of Award/ to Proceed, (7) Successful Proposer's Proposal.

20. ADDITIONAL TERMS AND CONDITIONS

- 20.1. The terms and conditions of ORDA Standard Form of Agreement shall apply and is provided as an attachment to this Request for Proposals (RFB).
- 20.2. The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law.
- 20.3. the agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties.
- 20.4. The relationship of the Successful Proposer to ORDA shall be that of independent contractor.
- 20.5. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
- 20.6. The submission of a proposal constitutes a binding offer to perform and provide said services.
- 20.7. In the event the Successful Proposer uses partners, subcontracts or subcontractors, the Successful Proposer will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFB. For the resulting agreement, the Successful Proposer will be the prime contractor.
- 20.8. ORDA will not be liable for any costs associated with the preparation, transmittal, or presentation of any Proposals or materials submitted in response to this RFB.
- 20.9. public announcements or news releases regarding this RFB or any subsequent award of a contract must not be made by any Proposer without the prior written approval of ORDA.
- 20.10. The Successful Proposer is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offerer shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
- 20.11. The Successful Proposer will be responsible for the work, direction and compensation of its employees. Nothing in the resulting agreement or the performance thereof by the Successful Proposer will impose any liability or duty whatsoever on ORDA including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.
- 20.12. In the event the Successful Proposer is required to be reimbursed for travel, (Professional Contracts) Proposer shall be reimbursed at rates not to exceed the current NYS Schedule of Allowable

Reimbursable Travel Expenses. Refer to the U.S. Government Administration Rates for Travel at: <http://www.gsa.gov>

20.13. In addition, ORDA reserves the right to:

20.13.1. Not accept any and all Proposals received in response to this RFB.

20.13.2. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the Proposer in accordance with State Finance Law §§139-j and 139-k are found to be intentionally false or intentionally incomplete; and if applicable, the Department of Taxation and Finance Contractor Certification Form ST-220CA was false or incomplete. Upon such finding ORDA may exercise its termination right by providing written notification to the Proposer in accordance with the written notification terms of the contract.

20.13.3. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.

20.13.4. Contact any or all references.

20.13.5. Request clarifications from Proposer for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Proposer determined to be susceptible to being selected for contract award, prior to award.

20.13.6. Advise Proposer of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Proposer.

21. PROPOSER DEBRIEFING

21.1. Upon notification of the selection and award of a contract unsuccessful offerers may request in writing a debriefing of the results of their response to this solicitation. Requests for debriefing must be received within a reasonable timeframe, not more than thirty (30) days after notice of award.

22. QUALIFICATION AND PROPOSAL CONFIDENTIALITY

22.1. All qualifications and proposals information submitted for ORDA's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if a Proposer believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Proposer shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter will constitute a waiver by the Proposer of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets.

22.2. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

23. HEALTH AND SAFETY REQUIREMENTS AND COVID-19

23.1. The Proposer agrees it is responsible for complying with any and all health and safety requirements issued by federal, state or local entities, including but not limited to New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and

guidance, and other New York State, Fund or Campus laws, rules, regulations or requirements that exist or may be issued and/or amended during the bidding and/or performance of work on this Project.

- 23.2. With respect to the COVID-19 pandemic, Proposer specifically acknowledges and agrees that the NYS DOH Interim COVID-19 Guidance for Construction Projects, "Guidance", in effect at the time of proposal is made a part of the contract work for this Project, as set forth in General Requirements Section 01 35 29 10. Proposer affirms that all costs and time associated with compliance with the current Guidance are included in its proposal. The current Guidance is available at the following website:

<https://forward.ny.gov/industries-reopening-phase#phase-one-construction>

Notwithstanding the foregoing, Proposer agrees to comply with the Guidance as it may be amended or superseded in the future.

24. IRAN DIVESTMENT ACT

- 24.1. By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, proposer/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Proposer/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, proposer/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.

- 24.2. During the term of the Contract, should ORDA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, ORDA 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 ORDA 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.

25. INFORMATION SECURITY BREACH AND NOTIFICATION ACT

- 25.1. The Proposer shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). The Proposer shall be liable for the costs associated with such breach if caused by its negligent or willful acts or omissions, or the negligent or willful acts or omissions of its agents, officers, employees or subcontractors.
- 25.2. ORDA reserves the right to reject any proposal, 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.

END OF DOCUMENT

SECTION 00 21 14 - BEST VALUE EVALUATION FACTORS (EVALUATION CRITERIA)

Quality Evaluation Factor	Weight (% of Technical Score)	Submission Components	Criteria / Qualitative Evaluation Sub-Factors
A. Cost and Payment Terms	50% (50 points)	1. Bid Submittal Price 2. Terms of Payment - Down Payment - Progress Payment - Final Payment	- Lowest Bid pricing to be given highest scoring - Highest Bid pricing to be given lowest scoring - Lowest down payment to be given highest scoring - Highest down payment to be given lowest scoring - Best payment terms to be given highest scoring - Worst payment terms to be given lowest scoring
B. Delivery Schedule	25% (25 points)	1. Delivery	- Earliest delivery date to be given highest scoring. - Latest delivery date to be given lowest scoring.
C. Conformance to Specification	25% (25 points)	1. Conformance to Technical Specification and drawings.	- Bid proposal that conforms to Specification to be given highest scoring. - Bid proposal that does not conform to Specification to be given lowest scoring.

**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 Best Value bidder generally within fifteen (15) working days of the bid opening. Bidders will be notified of the time and place of the meeting. On a case by case basis, ORDA 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 Best Value bidder must submit the required pre-award submittal package outlined below to the Contracting Office within five (5) working days after the bids are opened.

Olympic Regional Development Authority
Olympic Center
2634 Main Street
Attn: Office of Environmental, Planning and Construction
Lake Placid, NY 12946
Projects@orda.org

Submissions must be emailed and must include the Project Identification Number (PIN) of this contract in the Subject Line of the Pre-Award submission email (i.e. PIN: EXO.19.001).

Pre-award Submittal Package:

1. References and Experience:

- a. List of all past contracts with ORDA. Include ORDA PIN and date.
- b. Provide three (3) references (Name, Title, and Phone Number) associated with three (3) different projects (ORDA, public, or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two (2) 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 his 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

PLAN ROOM COPY NOT FOR BIDDING

00 43 13 Form of Bid Security Bond
00 43 14 Form of Labor and Payment Bond
00 43 15 Form of Performance Bond

Known all persons by these presents, that

Contractor
Address

(hereinafter called the "PRINCIPAL") and the a corporation created and existing under the laws of the State of having its principal office in the city of (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 AWARDED CONTRACT AMOUNT (\$_____) Dollars 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 said PRINCIPAL binds itself, its successors and assigns, and the said SURETY binds itself, its successors and assigns jointly and severally, firmly by these presents:

Signed, sealed and dated this

20

A.D.

WHEREAS, said PRINCIPAL has entered into a certain written contract with the New York State Olympic Regional Development Authority, **ORDA Project No. and Name** dated

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons furnishing labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that the Comptroller of the State of New York having required the said Principal to furnish this bond in order to comply with the provisions of Section 137 of the State Finance law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and

Further, provided, that the place of trial of any action on this bond shall be in the county in which the said contract was to be performed, or if said contract was to be performed in more than one county, then in any such county, and not elsewhere.

IN TESTIMONY WHEREOF, the said PRINCIPAL has hereunto set his (her, their, its) hand and seal and the said Surety has caused this instrument to be signed by its Attorney-in-Fact and its corporate seal to hereunto affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of

Corporate Seal
Of Principal of _____ [L.S.]

[L.S.]

[L.S.]

Principal

Company

Of _____

(Corporate seal
off Surety Co.)

By _____
Attorney-in-Fact

Witness _____

(Acknowledge of bond by contractor, if not a corporation)

STATE OF NEW YORK

COUNTY OF _____ SS:

On this _____ day of _____ 20 , before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to this instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, (check one) _____ the individual(s), or _____ the person upon behalf of which the individual(s) acted, executed the instrument.

Public County Notary

(Acknowledgement of bond by contractor, 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 resides in _____; that ___he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that ___he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that ___he signed his/her name thereto by like order.

Notary Public

County

(Acknowledgement of bond 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 resides in _____; that ___he is the Attorney in Fact of the _____ the corporation described in and which executed the foregoing instrument; that ___he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that ___he signed his/her name thereto by like order.

Notary Public

County

STATE OF NEW YORK

I hereby approve the foregoing contract and bond as to form and manner of execution.

Dated : _____

Attorney General

STATE OF NEW YORK

I hereby approve the foregoing contract and bond as to form and manner of execution and sufficiency of sureties.

Dated : _____

Comptroller

STATE OF NEW YORK

PERFORMANCE BOND

Known all persons by these presents, that

Contractor: _____

Address: _____

(hereinafter called the "PRINCIPAL") and the a corporation created and existing under the laws of the State of having its principal office in the city of (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 AWARDED CONTRACT AMOUNT (\$_____) Dollars 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 said PRINCIPAL binds itself, its successors and assigns, and the said SURETY binds itself, its successors and assigns jointly and severally, firmly by these presents:

Signed, sealed and dated this _____, 20__ A.D.

WHEREAS, said PRINCIPAL has entered into a certain written contract with the New York State Olympic Regional Development Authority, **ORDA Project No. and Name**
Dated: _____

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Principal shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on its part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said State of New York against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said State or its officers or agents or which the said State of New York may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said PRINCIPAL, or its agents or servants, or the improper performance of the said work by the said PRINCIPAL, or its agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the State to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said PRINCIPAL fails or neglects to so fully perform and complete said work; the said SURETY further agrees to commence said work of completion within forty five days after notice thereof from the State, and to complete the same with all due diligence.

And the said SURETY for value received hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this said contract or specifications accompanying the same, shall in any way affect its obligation of this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN TESTIMONY WHEREOF, the said PRINCIPAL has hereunto set his (her, their, its) hand and seal and the said Surety has caused this instrument to be signed by its Attorney-in-Fact and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, sealed and delivered

in the presence of

Corporate seal

of Principal of

_____[L.S.]

_____[L.S.]

_____[L.S.]

Principal

_____[L.S.] Company

Of _____

(Corporate seal of Surety Co.)

By _____

Attorney-in-Fact

Witness _____

(Acknowledge of bond by contractor, if not a corporation)

STATE OF NEW YORK

COUNTY OF _____ SS:

On this _____ day of _____ 20_____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to this instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, (check one) _____ the individual(s), or _____ the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

County

Olympic Regional Development Authority

00 43 15

Page 2 of 4

(Acknowledgement of bond by contractor, 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 resides in _____; that ___ he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that ___ he knew the seal of said corporation, that he seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that ___ he signed his/her name thereto by like order.

Notary Public

County

(Acknowledgement of bond 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 resides in _____; that ___ he is the Attorney in Fact of the _____ the corporation described in and which executed the foregoing instrument; that ___ he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that ___ he signed his/her name thereto by like order.

Notary Public

County

STATE OF NEW YORK

I hereby approve the foregoing contract and bond as to form and manner of execution.

Dated : _____

Attorney General

STATE OF NEW YORK

I hereby approve the foregoing contract and bond as to form and manner of execution and sufficiency of sureties.

Dated : _____

Comptroller



**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
PURCHASE ORDER FOR PRODUCTS WITH MANUFACTURED /
ENGINEERED SYSTEMS AND ASSEMBLIES**

PO#

Vendor:

Provide:

Total Cost:
(in words)

Payment Schedule:

F.O.B.:

ORDA Standard Terms and Conditions apply.
Design Compliance Form fully executed by a NYS Licensed Design Professional.

Michael Pratt, President/CEO
Olympic Regional Development Authority

For acceptance of this Purchase Order an officer or principal of the corporation, partnership or sole proprietorship shall print or type the legal name of the business entity on the lines provided and sign. All signatures shall be original.

Date: _____

Legal Name of Business Entity: _____

Authorized Signature: _____

Print Name: _____

Title: _____

**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
STANDARD TERMS AND CONDITIONS
FOR PRODUCTS WITH MANUFACTURED /
ENGINEERED SYSTEMS AND ASSEMBLIES**

1. **ACCEPTANCE:** This Purchase Order represents the entire agreement between Buyer and Seller and becomes a binding contract upon the terms and conditions herein set forth when accepted by the Seller or by the Seller's commencement of performance hereunder. No change, modification or revision to this Purchase Order shall be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.
2. **PRICES:** Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized in writing, signed by Buyers authorized representative. Seller represents that the prices charged for the items or services covered by this Purchase Order are the lowest prices charged by Seller to buyers of the same class as Buyer under conditions similar to those specified in this Purchase Order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in the terms or services covered by this Purchase Order subsequent to its placement but prior to payment therefore will be applicable to it. Unless otherwise provided herein. Seller shall bear the cost for cartage, boxing or storing of the items covered by this Purchase Order.
3. **DELIVERY:** Time is of the essence hereof. The delivery of the items or rendering of these services covered hereunder must be at the time or times specified herein or in written releases or other written instruction by Buyer. Buyer may from time to time change or temporarily suspend delivery schedules. In the event of late delivery of any items or late performance of any services covered hereunder, Buyer may, at its option and without any further liability hereunder, terminate this Purchase Order for cause, partially terminate this Purchase Order for cause, vary delivery terms hereunder, or obtain the items or services from other sources. Any losses sustained or costs incurred by Buyer as a result of late delivery shall be paid by Seller to Buyer.
4. **INSPECTION:** Buyer shall have a reasonable time after delivery or performance to inspect the items delivered or the services performed. All such items or services must conform to the specifications, instructions, drawings and data set forth on the face hereof incorporated herein by reference and or to samples whether furnished by Seller or Buyer as well as to all Sellers warranties (expressed or implied) and may reject and refuse acceptance of any items or services which do not so conform. Buyer shall notify Seller of such rejection by either notice in writing or by the return to Seller of the rejected items at Sellers expense and risk. If rejection is by notice in writing, Buyer may thereafter either hold the rejected items at Seller's expense and risk or return items to Seller at Seller's expense and risk. Rejection and refusal to accept services or items by Buyer shall not terminate the obligation of Seller to perform under this Purchase Order and, in such event, Buyer shall have the option to terminate the Purchase Order without further obligation on Buyer's part or to require performance by Seller. Buyer remains right to hold rejected items until said purchase order request is performed and all terms and conditions met.
5. **WARRANTIES:** Seller expressly warrants that the items and services covered hereunder shall be free of defects in workmanship and shall strictly conform to applicable specifications, instructions, drawings, data and samples. If any, including performance specifications, and if of Seller's design, will be free from design defects and that items furnished hereunder will be fit for the use intended by Buyer. These warranties shall be in addition to all warranties, express implied or statutory. Neither inspection nor payment by Buyer shall constitute a waiver of any breach of warranty. All warranties shall run to Buyer, its customers and subsequent owners of the items or services covered hereunder or the end product of which they are part. Seller agrees, at its expense and at Buyers option to defend or assist in the defense of any action against Buyer which action in whole or part, whether by way of claim, counterclaim or defense, is based upon an agreed breach of any of Seller's warranties. Seller agrees to indemnify Buyer, its customers or subsequent owners for all liability, loss, cost and expenses including reasonable attorney's fees, resulting from any breach of any said warranties. Notice of any breach of warranty shall be given by Buyer to Seller within ninety (90) days after discovery thereof by Buyer. All warranties shall be constructed as conditions as well as promises and shall not be deemed to be exclusive.
6. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer in any manner, advertise, publish, or disclose, the fact that Seller has contracted with Buyer to furnish the items or render the services herein ordered. For failure to observe this provision, Buyer shall have the right, in addition to any other rights and remedies provided by law, to cancel this Purchase Order without any duty to accept deliveries after the date of such cancellation or to make further payments hereunder except for items delivered prior to such cancellation.
7. **INFORMATION:** Drawings, data, design, logo, inventions, technical information, service marks, trademarks and the like which are supplied by Buyer shall remain Buyer's property and shall be held in confidence by Seller. Such information shall not be reproduced, used or disclosed to others by Seller without Buyers prior written consent and shall be returned to Buyer upon completion by Seller of its obligations under this Purchase Order or upon demand. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for this Purchase Order, and Seller shall not assist any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use thereof. Buyer does not grant indemnity to Seller for infringement of any patent, trademark, copyright or data rights.
8. **CHANGES:** Buyer shall have the right at any time to make changes in the drawings, designs, specifications, quantities, delivery schedules, methods of shipment or packaging and place of inspection, acceptance, and/or point of delivery of any item to be furnished or service rendered under this Purchase Order. No change shall be effective unless authorized in writing by Buyer. If such changes result in delay or an increase or decrease in expense to Seller, Seller shall notify Buyer immediately and negotiate an equitable adjustment, provided that seller shall in all events, proceed diligently to supply the items or perform the work or services contracted for under this Purchase Order as so changed. No claim by Seller for such equitable adjustment shall be valid unless submitted to Buyer in writing within thirty (30) days from the date if such notice of change accompanied by an estimate of charges resulting from such changes.
9. **COMPLIANCE WITH LAWS:** On request, Seller shall furnish Buyer certificates of compliance with all applicable laws, orders and regulations of the federal or any state or municipal government or agency thereof, which apply to ages and expenses, including necessary attorney's fees, suffered or occasioned by Buyer directly or indirectly through any failure of Seller to comply with any such applicable law, regulation or order. Seller shall, at time of delivery or invoicing certify that goods sold hereunder were manufactured or produced in full compliance with the Fair Labor Standards Act of 1938 as amended, to the date of certification

and all applicable United States Department of Labor Regulations promulgated thereunder.

10. LIENS: All items to be furnished hereunder and all property to be returned to Buyer shall be free and clear of any and all liens and encumbrances whatsoever. If requested by Buyer, Seller will execute an appropriate agreement waiving all liens against Buyer's property.
11. PAYMENT: Invoices will be paid according to discount terms or terms negotiated on the front of this document, or if no discount is offered, within thirty (30) or more days after receipt and acceptance of the items or completion and acceptance of services. Discount periods will be computed from either the date of delivery plus three days allowance for inspection or the date of receipt of correct invoices, prepared in accordance with the terms of the Buyer's Purchase Order whichever date is later. No interest charges shall be made to Buyer unless expressly agreed to by Buyer in writing and signed by Buyer's authorized representative. Timeliness of payment and any interest to be paid to Seller for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
12. TITLE AND RISK OF LOSS: Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Seller to Buyer shall pass to Buyer at the f.o.b. point designated on the face of this order. Cost of all returned shipments for whatever reason returned, shall be borne by Seller with title and risk of loss passing at Buyer's plant, unless otherwise specified by Buyer at the time of return.
13. PATENT INDEMNITY: If the items furnished hereunder are not manufactured to a detail design supplied solely by Buyer, Seller shall indemnify and hold harmless Buyer and its assigns and customers against all loss, expense, claims and liability of any nature resulting from actual or alleged patent infringement, domestic or foreign, in the use or sale of any items, or any part thereof, furnished hereunder. In case the use of sale of said items, or any part thereof, is enjoined Seller shall, at its own expense and at its option with the approval of Buyer (which shall not be unreasonably withheld), either (a) procure for Buyer and its assigns and customers the right to continue to sell and use said items, or part of (b) modify said items, or part so that they become non-infringing; or (c) accept return of said items and refund the purchase price and the transportation and installation costs, if any, thereof.
14. TERMINATION: Buyer shall have the right to terminate this Purchase Order or any part thereof at any time.
 - a. Without cause – In case of termination by Buyer of all or any part of this Purchase Order without cause, any termination claim must be submitted to Buyer within sixty (60) days after the effective date of termination. The provisions of this subparagraph shall not limit or affect the right of Buyer to terminate this Purchase Order for cause and shall not apply to a termination with cause.
 - b. For Cause – If Seller fails to make any delivery in accordance with the agreed date or schedule or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties, applicable to this Purchase Order, or in the event of any proceedings by or against Seller in bankruptcy or insolvency or appointment of a receiver or trustee or an assignment for the benefit of creditors, Buyer may in addition to any other right or remedy provided by this Purchase Order or by law, terminate all or any part of this Purchase Order by telegraphic or other written notice to Seller without any liability by Buyer to Seller on account thereof. Buyer may require a financial statement from Seller at any time during the term of this Purchase Order for the purpose of determining Seller's financial responsibility in the event of termination for cause. Buyer may produce or purchase or otherwise acquire supplies or services elsewhere on such terms or in such a manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess cost or other expenses incurred by Buyer.
15. FAIR EMPLOYMENT PRACTICES: As used in this paragraph #15 the terms "contract" and "contractor" mean respectively "this Purchase Order" and "Seller". During the performance of this contract, the Seller agrees as follows:
 - a. The Seller in accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT, 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the title and in accordance with all state laws and regulations governing fair employment practices and equal opportunity, including but not limited to the State of New York Human Rights Act (Sec. 290-301, Article 15, 1974) agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, color, national origin, sex or handicap, that is unrelated to the individual's ability to perform the duties of a particular job or position. The Seller recognizes the right of the United States and the State of New York to seek judicial enforcement of the foregoing covenant against discrimination against itself or its suppliers/subcontractors.
 - b. The Seller shall not discriminate against any employee or applicant for employment, training education or apprenticeship connected directly or indirectly with the performance of this Purchase Order, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment, because of race, color, creed, national origin handicap or sex.
 - c. The Seller further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruiting, advertising layoff or termination, rates of pay or other forms of compensation and selection for training or education including apprenticeship.
16. TAXES AND OTHER EXACTIONS: Seller agrees to assume exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of the items to be furnished hereunder, or any component part thereof, or on any process or labor involved therein, or on any services to be rendered by Seller, and to pay any and all such taxes except those Buyer specifically agrees or is by law required to pay. Any taxes to be paid by owner shall be separately stated on the invoice. Prices shall not include any taxes for which Seller can obtain, or Buyer can furnish exemptions.
17. REMEDIES: The remedies reserved to Buyer herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other or further remedies provided by law. No waiver of any breach of these provisions shall be deemed to constitute a waiver of any other breach.
18. ASSIGNMENT: Neither this Purchase Order nor any rights or obligations herein may be assigned by Seller nor may Seller delegate the performance of any of its duties hereunder without, in either case, Buyer's prior written consent. The terms and conditions of this Purchase Order shall bind any permitted successors and assigns of Seller. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to recoupment and or set off of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries or to settle or adjust matters with Seller without notice to permitted successors and assigns.
19. FORCE MAJEURE: Either party to this Purchase Order shall be free from liability for failing to perform hereunder if such failure is caused due to acts of God, labor difficulties, fires or other causes beyond the reasonable control of the affected party. In the event that Seller is unable to perform for such reasons beyond its reasonable control, Buyer shall

have the right to either continue the delivery dates until Seller is able to perform or terminate this Purchase Order.

20. **CONSTRUCTION:** This Purchase Order is to be construed and interpreted according to the laws of the state appearing in Buyer's address on the face hereof.
21. **SALES TAX:** Your copy of this Purchase Order should be retained by you as evidence that this transaction is exempt from New York State and local sales tax.
22. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this Purchase Order to the Seller or to anyone else beyond funds appropriated and available for this Purchase Order.
23. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this Purchase Order may not be assigned by the Seller or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the Purchase Order without the State's written consent are null and void. The Seller may, however, assign its right to receive payment without the State's prior written consent unless this Purchase Order concerns Certificates of Participation pursuant to Article 5-A of the State Finance law.
24. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with 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 Seller will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
25. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this Purchase Order was awarded based upon the submission of bids, Seller warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Seller further warrants that, at the time Seller submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Seller's behalf.
26. **NO ARBITRATION.** Disputes involving this Purchase Order 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.
27. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Purchase Order exceeds \$5,000, the Buyer agrees, as a material condition of the Purchase Order, that neither the Buyer 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 Buyer, or any of the aforesaid affiliates of Buyer, 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 Purchase Order's execution, such Purchase Order, amendment or modification thereto shall be rendered forfeit and void. The Buyer shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
28. **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 Buyer under this Purchase Order up to any

amounts due and owing to the State with regard to this Purchase Order, any other Purchase Order and/or contract with any State department or agency, including any Purchase Order and/or contract for a term commencing prior to the term of this Purchase Order, 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.

29. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Purchase Order 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; The Buyer 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.
30. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
31. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Buyer hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Buyer'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. Buyer 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. Buyer will have thirty (30) calendar days after service hereunder is complete in which to respond.
32. **Captions:** The captions contained in this Purchase Order are intended for convenience and reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Purchase Order, or any provision thereof, nor in any other way affect this Purchase Order.
33. **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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.
34. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Buyer shall comply with the provisions of the New York State Information Security

35. **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 Buyer 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.
36. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this Purchase Order is a contract as defined by Tax Law Section 5-a, if the Buyer fails to make the certification required by Tax Law Section 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 Buyer in accordance with the terms of the Purchase Order, if the covered agency determines that such action is in the best interest of the State.
37. **IRAN DIVESTMENT ACT.** By entering into this Purchase Order, Buyer 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:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

During the term of the Purchase Order, 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 Buyer in default.

38. **Manufacture/Engineered System and Assemblies:** Items or elements which require or involve engineering to comply with the requirements of the Manufactured / Engineered Systems and Assemblies: Items or elements which require or involve manufacturing / engineering to comply with the requirements of ANSI B77.1-2017 and NYS Code Rule 32, shall be identified as manufactured / engineered systems and/or assemblies. These elements / assemblies shall be designed by a Licensed Professional Engineer certified to practice engineering in the State of New York. All engineering work shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily possessed and exercised by a professional practicing in the same disciplines and under similar circumstances in the Northeastern United States. In addition to any liability or obligation to ORDA that may exist under any other provision of this Purchase Order or by statute or otherwise, the Seller

shall be liable for an amount equal to any error and/or omission and hereby agrees to hold harmless and to indemnify ORDA from and against any damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which ORDA may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by the Seller or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action by a court of competent jurisdiction for: a) Any negligence of the Seller, its agents, servants, employees, officers, consultants, or subcontractors, or b) Any willful misconduct of the vendor, its agents, servants, employees, officers, consultants, or subcontractors, or c) Any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the vendor, its consultants or subcontractors. Nothing contained in this Purchase Order shall create or give to third parties any claim or right of action against the Seller or ORDA beyond such as may legally exist without regard to this Purchase Order. All Engineering shall be performed in adherence to the New York State Consolidated Law, Article 145 – Engineering and Land Surveying.



**VENDOR SITE ACCESS AGREEMENT
INSTALLATION OF AN ENGINEERED / MANUFACTURED SYSTEM**

AGREEMENT, made by and between the Olympic Regional Development Authority, hereinafter referred to as the “**OWNER**” and

Vendor

hereinafter referred to as the “**VENDOR**”.

W I T N E S S E T H:

WHEREAS, the Owner shall allow site access to the Vendor to perform services for the Olympic Regional Development Authority.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto agree as follows:

The nature of the work is: Installation of an **engineered / manufactured system** (_____)

The term of this agreement shall be from _____ to _____ 2018.

The **VENDOR** agrees to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the agreement. The **VENDOR** shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The Vendor shall provide reasonable protection to prevent damage, injury or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto.

To the fullest extent permitted by law, the **VENDOR** shall indemnify and hold harmless and defend the **OWNER**, and its officers, employees and agents from and against any and all claims, damages, losses, expenses and actions, including but not limited to attorneys’ fees arising out of or resulting from performance of the Work, or resulting from any act or omission of **VENDOR** any subcontractor, anyone directly or indirectly employed by any of the fore mentioned or anyone for whose acts any may be liable regardless of whether or not it is limited to any claims arising under Labor Law Sections 200, 240, and/or 241, Industrial Code Rule 23 and common law negligence, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom. Such obligation shall not be construed to negative, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom.

In claims against the **OWNER**, its officers, employees, and agents, by an employee of the Vendor, a Sub-Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages,

compensation or benefits payable by or for the Vendor or a sub-Contractor under Worker's or Workman's Compensation Acts, disability benefit acts, or other employee benefit acts.

The **VENDOR** each sub-Contractor of every tier shall procure and maintain all of the insurance required under this provision until all work, including punch list items, is complete. The insurance shall be provided as per ORDA's Insurance Requirements (Latest Version) and in accordance with the General Conditions.

The **VENDOR** shall enforce strict discipline and good order among the **VENDOR'S** employees and other persons carrying out service at **OWNER'S** sites.

This agreement may not be amended or modified except in writing by the parties hereto nor may any obligations hereunder be waived orally.

This agreement shall be governed by the laws of the State of New York.

All work shall be completed according to all federal, state and local laws and with required licenses and the terms and conditions of the **Contract Documents**.

It is mutually agreed between the parties that an independent Vendor relationship is hereby established under the terms and conditions of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Authorized Person – Print Name

Date: _____

Authorized Signature of Vendor

Title

VENDOR SITE ACCESS SUPPLEMENTAL CONDITIONS

Article 1 VENDOR'S RESPONSIBILITIES

1. The Vendor shall have complete responsibility for, and control over, construction methods, methods, techniques, procedures, and project safety and security.
2. Any stated observations of possible safety or security hazards offered by the Engineer or Owner in no way relieves the Vendor of full responsibility for such conditions.
3. The Vendor shall ensure that all work on electrical equipment and facilities have been de-energized, grounded and secured in full and complete compliance with the most recent version of the National Electrical Safety Code, OSHA regulations, bulletins and requirements and all requirements and standard practices of regulatory and industry bodies.
4. The Vendor shall submit a "Work Plan" that will detail their project approach and safety programs. The "Work Plan" shall be submitted at least one week prior to mobilization to the site. The "Work Plan" shall be reviewed with Owners representatives on the day of mobilization. Deviations from the "Work Plan" shall be submitted in writing.

Article 2 SUBCONTRACTORS

1. The Vendor's choice of subContractors, suppliers, and fabricators shall be as approved by the Engineer and Owner.
2. The Vendor may not be allowed to use a specific subContractor, fabricator, or supplier if the Engineer provides an explicit reason why.
3. The Vendor and all subContractors shall work in full cooperation on the project. This includes reasonable provision for storage and protection of Owner's, Vendor's, and subContractor's materials and equipment.



SITE ACCESS AGREEMENT SUB-CONTRACTOR

Vendor/ Prime Contractor's _____,
[Enter Name and Address of Prime Vendor/Contractor]
hereinafter referred to as the "Prime Contractor", and the

Sub-Contractor, _____,
[Enter Name and Address of Sub-Contractor],
hereinafter referred to as the "SUB-CONTRACTOR".

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the promises and covenants contained within the Project Contract between the Owner and the Vendor (aka: Prime Contractor), the Prime Contractor's Sub-Contractor shall agree as follows:

The Sub-Contractor agrees to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of their work. The Sub-Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The Sub-Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto.

To the fullest extent permitted by law, the Sub-Contractor shall indemnify and hold harmless and defend the OWNER, and its officers, employees and agents from and against any and all claims, damages, losses, expenses and actions, including but not limited to attorneys' fees arising out of or resulting from performance of the Work, or resulting from any act or omission of Sub-Contractor and any sub-sub-contractor, anyone directly or indirectly employed by any of the fore mentioned or anyone for whose acts any may be liable regardless of whether or not it is limited to any claims arising under Labor Law Sections 200, 240, and/or 241, Industrial Code Rule 23 and common law negligence, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom. Such obligation shall not be construed to negative, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom.

In claims against the OWNER, its officers, employees, and agents, by an employee of the Sub-Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the sub-Contractor under Worker's or Workman's Compensation Acts, disability benefit acts, or other employee benefit acts.

The Sub-Contractor shall procure and maintain all of the insurance required under this provision until all work, including punch list items, is complete. The Sub-Contractor every tier shall provide insurance as required in the Contract Documents between the Owner and the Prime Contractor.

The Sub-Contractor shall enforce strict discipline and good order among their employees and other persons carrying out service at OWNER'S sites.

This agreement may not be amended or modified except in writing by the parties hereto nor may any obligations hereunder be waived orally.

This agreement shall be governed by the laws of the State of New York.

All work shall be completed according to all federal, state and local laws and with required licenses.

It is mutually agreed between the parties that an independent Contractor relationship is hereby established under the terms and conditions of the Project Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written below.

_____	Date: _____
Authorized Person – Print Name	
_____	_____
Authorized Signature of Sub-Contractor	Title
_____	Date: _____
Authorized Person – Print Name	
_____	_____
Authorized Signature of Vendor	Title

**NEW YORK STATE OLYMPIC REGIONAL DEVELOPMENT
AUTHORITY AFFIDAVIT AND CONDITIONAL WAIVER AND
RELEASE FOR PROGRESS PAYMENT**

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from the Olympic Regional Development Authority in the sum of \$_____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____ to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to _____ through _____

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

By _____

**NEW YORK STATE OLYMPIC REGIONAL DEVELOPMENT AUTHORITY AFFIDAVIT AND FINAL WAIVER OF CLAIMS
AND LIENS AND RELEASE OF RIGHTS**

STATE OF) ; COUNTY OF)

The undersigned, _____ who is the (designate title) of _____ which is the (designate whether the subcontractor, supplier or otherwise) for the (designate the type of work, supplies or services rendered) on the improvements constructed or being constructed on the premises hereafter identified, declares that his contract with the Olympic Regional Development Authority is in the total amount of _____, which includes extras and all change orders to the date hereof.

In consideration of the amounts and sums previously received, and the payment of _____ being full and final payment amount due, the undersigned does hereby waive and release to the New York State Olympic Regional Development Authority and to any and all claims and liens and rights to liens upon the premises described below, and upon improvements now or hereafter thereon, and upon the monies or other considerations (due or to become due from the Owner or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or which may be furnished at any time hereafter by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: Address or
Project: City: County:
State:

The undersigned further represents and warrants that he is duly authorized and empowered to sign and execute this wavier on his own behalf and on behalf of the company or business for which he is signing; that he has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that he has paid for all the labor, materials, equipment and services; that he has used or supplied or may hereafter use or supply to the above premises that he has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, charge-backs or unbilled work or materials, as of the date of the aforementioned last and final payment application of invoice; and that any materials which have been supplied or incorporated into the above premises were either taken from his fully-paid or open stock or were fully paid for and supplied as stated on the statement accompanying the last and final payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify Owner for any losses or expenses should any such claim, lien, or right to a lien be asserted (by the undersigned or by any laborer, material-man or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Signed and delivered this _____ day of _____, 201_.

Corporation Name

By: _____

Title: _____

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, and acknowledged execution of the foregoing affidavit as his voluntary act and deed and further stated that the facts recited are true of his personal knowledge.

Notary Public

My Commission Expires:

Residence County: _____

Olympic Regional Development Authority

Code of Business Ethics – Certification

The bidder (or Proposer) shall submit this form at time of bid (or with RFP).

A. Ethics Programs

1. The Olympic Regional Development Authority (the “Authority”), a public-benefit corporation, expects the highest degree of ethical business conduct by its employees and the many contractors, consultants and vendors with whom it interacts on behalf of its clients, bondholders and the people of the State of New York. The Authority, by mandate of its Board of Directors, administers a comprehensive corporate integrity program to ensure that, as public officers, Authority employees at all levels perform their official duties consistent with the requirements of the *New York State Public Officers Law*; other applicable laws, rules, and regulations; and policies of the Authority.
2. The Authority encourages and supports a fair, open and honest business relationship with its contractors, consultants and vendors based on quality, service and cost. Moreover, the Authority believes that a “level playing field” in the marketplace can only be achieved through adherence to ethical business practices by all participants involved in the process.
3. To promote a working relationship with the Authority based on ethical business practices, contractors, consultants and vendors are expected to:
 - a. furnish all goods, materials and services to the Authority as contractually required and specified;
 - b. submit complete and accurate reports to the Authority and its representatives as required;
 - c. not seek, solicit, demand or accept any information, verbal or written, from the Authority or its representatives that provides an unfair advantage over a competitor;
 - d. not engage in any activity or course of conduct that restricts open and fair competition on Authority-related projects and transactions;
 - e. not engage in any course of conduct with Authority employees or representatives that constitutes a conflict of interest or creates the appearance of a conflict of interest;
 - f. not offer any unlawful gifts or gratuities to Authority employees or representatives, or engage in bribery or other criminal activity; and
 - g. report to the Authority any activity by an Authority employee or contractor, consultant or vendor of the Authority that is inconsistent with the Authority’s *Code of Business Ethics*.
4. The Authority encourages its contractors, consultants and vendors to advance and support ethical business conduct and practices among their respective directors, officers and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct. In addition to considering technical competence and financial stability, the Authority will consider the *corporate integrity* of all contractors, consultants and vendors prior to the awarding of contracts or issuing of purchase orders.

B. Conduct of Authority Employees

Authority employees are expected to conduct business with contractors, consultants and vendors in a fair, consistent and professional manner. The Authority's Code of Business Ethics and Employee Conduct entitled *Serving Responsibly*, and other Authority policies and procedures, guide the manner in which Authority employees are required to interact with contractors, consultants and vendors. Additionally, the New York State Public Officers Law sets forth legal parameters within which Authority employees must perform their official duties with respect to, among other things, conflicts of interest and the acceptance of gifts.

C. Limits on Gifts to Authority Employees

1. Pursuant to Section 73(5) of the Public Officers Law, no person shall offer any gift having more than a nominal value to an Authority employee under circumstances in which it:
 - a. could be reasonably inferred the gift was intended to influence the employee in the performance of his or her official duties;; or
 - b. could reasonably be expected to influence the employee in the performance of his or her official duties;; or
 - c. was intended as a reward for any official action on the part of the employee.
2. A gift is anything more than nominal in value, in any form, given to an Authority employee. Gifts include, but are not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise. Any firm or its agents, either doing business or seeking to do business with the Authority (contractors, consultants, vendors, etc.), is prohibited from directly or indirectly offering or giving any gifts, even gifts of nominal value, to Authority employees as such gifts are deemed to be *per se* improper.
3. As is stated in the *Prohibited Interests* section of the Construction and Consultant Contract documents, violations of these gift provisions may be grounds for immediate contract termination and/or referral for civil action or criminal prosecution.

D. Employing Relatives of Authority Employees

Although contractors, consultants and vendors may employ relatives of Authority employees, the Authority must be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. The Authority reserves the right to request that contractors, consultants and vendors modify the work assignment of an Authority employee's relative where a conflict of interest, or the appearance thereof, is deemed to exist. Please be advised that Authority employees are required to disclose information regarding the hiring of relatives by contractors, consultants and vendors and recuse themselves from matters that may present a conflict of interest. For purposes of this document, the term "relatives" refers to spouses, domestic partners, parents, children, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law, sons/daughters-in-law, stepparents, stepchildren, aunts, uncles, nieces, nephews, first cousins, grandparents by blood relationship or by marriage, or persons residing in the same household.

E. Hiring Former Authority Employees

Contractors, consultants and vendors may hire former Authority employees. However, as a general rule, former employees of the Authority may neither appear nor practice before the

Authority, nor receive compensation for services rendered on a matter before the Authority, for a period of *two years* following their separation from Authority service. In addition, former Authority employees are subject to a “*lifetime bar*” from appearing before the Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Authority. Violations will be referred to the New York State Commission on Public Integrity for appropriate action.

F. Certification

I have read the foregoing and agree to comply with the Authority’s Code of Business Ethics. I further acknowledge that failure to comply shall justify contract termination by the Authority and may result in the rejection of bids or proposals for future work with the Authority.

(Officer’s Signature)

(Date)

Firm’s Legal Name: _____

Print Officer’s Name: _____

Title: _____

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

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

By: _____ Date: _____
Signature

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Certificate of Non-Collusion
Individual

Non-Collusive Certification is required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966.

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its 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; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Individual

STATE OF)

) ss:

COUNTY OF)

On this day of _____, 20____, before me personally came the person who executed the foregoing instrument, and s/he duly acknowledged to me that s/he executed the same.

Notary Public

Certificate of Non-Collusion
Partnership

Non-Collusive Certification is required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966.

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its 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;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
4. 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.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Partnership

Partner

STATE OF)
) ss:
COUNTY OF)

On this day of _____, 20____, before me personally came the person who executed the foregoing instrument, and s/he duly acknowledged to me that s/he executed the same.

Notary Public

Certificate of Non-Collusion
Corporation

Non-Collusive Certification is required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966.

PART 1 By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

2. The attached hereto is a certified copy of resolution authorizing the execution of this Certificate by the signer of this bid or proposal, on behalf of the corporate bidder.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Corporation

Signature and Title of Signer

STATE OF)

) ss:

COUNTY OF)

On this day of _____, 20____, before me personally came _____, to me known who, being duly sworn, did depose and say that s/he resides in _____, that s/he is the _____ of _____, the corporation described in, and which executed the within instrument, that s/he 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 said corporation, and that s/he signed his/her name thereto by like order.

Notary Public

PROHIBITING CONTRACTS WITH ENTITIES THAT SUPPORT DISCRIMINATION

EO 177 Certification

The New York State 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.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____



ANTI-DISCRIMINATION AND SEXUAL HARASSMENT POLICY

It is the policy of the Olympic Regional Development Authority to provide and maintain a working environment free of sexual and/or any other illegal harassment, discrimination, and/or intimidation of any employee, job applicant, or non-employee. We do not accept or condone illegal discriminatory actions nor actions of sexual harassment by management or any employee of ORDA, or by non-employees.

Discrimination and sexual harassment are illegal under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the New York State Human Rights Law, as amended ("Human Rights Law").

The Human Rights Law applies to all State agencies and employees, and provides very broad anti-discrimination coverage. The Law provides, in section 296.1(a), that it is an unlawful discriminatory practice "[f]or an employer or licensing agency, because of the age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment." The Law further provides, in sections 296.15 and 296.16, protections from employment discrimination for persons with prior conviction records, or prior arrests, youthful offender adjudications or sealed records.

The Olympic Authority will not tolerate any discriminatory and/or harassment of its employees which is in violation of either Title VII and/or the Human Rights Law, and will take affirmative steps to stop it. All personnel actions and conditions of employment are administered without regard to race, color, religion, national origin, age, sex, disability, veteran status or sexual preference, and any other protected class under Title VII and/or the Human Rights Law as they may be amended from time to time. Furthermore, Sexual harassment in any form is prohibited and will not be tolerated. Anyone who engages in illegal discrimination/ harassment, or sexual harassment will be subject to discipline up to and including discharge. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other conduct, either verbal or physical, of a sexual nature that is offensive to another individual.

You have the right to make a complaint if you feel you have been discriminated against, harassed, or sexually harassed. A complaint form may be obtained from the Office of the Director of Environmental Planning and Construction. Directions on how to file a complaint and who to submit it to are contained on the form itself. An immediate investigation of the allegations will be conducted and corrective action taken where warranted. To the extent possible, this investigation will be conducted in a confidential manner that protects the identity of both the person filing the complaint and the person accused.

If it is determined that an employee is guilty of harassing another employee, or non- employee, appropriate disciplinary action will be taken against the offending person.

ORDA prohibits any form of retaliation against any contractors or employee who files a bona fide complaint or witnesses assisting in an investigation.

You may request further information about the policy and procedure for investigating claims of sexual harassment and/or discrimination from the Human Resource Office.

AFFIDAVIT - WORKER'S COMPENSATION

Legal Name and address of Bidder:

Being duly sworn, deposes and says that the CONTRACTOR now carries or had applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding bid documents, and to comply with the provisions thereof.

Corporation: _____

Signature: _____

Title: _____

STATE OF)
) ss:
COUNTY OF)

On this day of _____, 20____, before me personally came _____, to me known who, being duly sworn, did depose and say that s/he resides in _____, that s/he is the _____ of _____, the corporation described in, and which executed the within instrument, that s/he 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 said corporation, and that s/he signed his/her name thereto by like order.

Notary Public

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STATE OF NEW YORK
OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
OFFICE OF ENVIRONMENTAL, PLANNING AND CONSTRUCTION

GENERAL CONDITIONS
MANUFACTURED / ENGINEERED SYSTEMS AND ASSEMBLIES
October 2019 EDITION

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ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Manufactured-Engineered System and Assemblies Purchase Order the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications to be prepared by the Vendor's Architect, and all exhibits annexed thereto including subsequent modifications and changes issued pursuant to the General Conditions.

1.1.1 The Performance and Payment Bonds shall be provided by any Subcontractor, each of which bond shall be in an amount equal to 100% of the total sum of the applicable Subcontract, naming the State and Vendor as co-obligees thereunder. Such bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies" as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and shall be obtained from sureties with an A.M Best Rating of "A-" or better, and duly licensed and authorized to do business in the State of New York and otherwise satisfactory to the State and Vendor. Such bonds shall be in exact accordance with the form of bonds provided in Appendix O, with no variations, additions, riders, or deletions to such form of bonds. Each bond shall be accompanied by: (1) appropriate acknowledgements of the respective parties; (2) a duly certified copy of a power-of-attorney or other certificate of authority where the bond has been executed by an agent, officer, or other representative of the principal and surety; (3) a duly certified extract from the by-laws or corporate resolutions of the surety under which a power-of-attorney or other certificate of authority of its agent, officer, or representative was issued; and (4) a duly certified copy of the latest published financial statement of assets and liabilities of the surety.

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 shall be designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Vendor allow for deviation from the Contract Documents except as provided for in the Contract. The Vendor 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 "Architect" means Vendor's architect of record, who has been retained by Vendor under separate contract to provide and supervise professional services regulated by the laws of the State of New York.

2.4 The term ORDA shall mean the New York State Olympic Regional Development Authority, a New York State Public Benefit Corporation.

2.5 The term "Commissioner" means the Commissioner of General Services.

2.6 The term "President/CEO" shall mean the President/CEO of ORDA.

2.7 The term "Director" shall mean the Director of Environmental, Planning and Construction for the New York State Olympic Regional Development Authority.

2.8 The term "Directors Representative" shall mean the employee or agent of the Office of Environmental, Planning and Construction 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.

2.9 The term "Comptroller" means the Comptroller of the State of New York.

2.10 The term "Contracting Officer" means the Office of Environmental, Planning and Construction (E,P&C) and the Office of Finance of the New York State Olympic Regional Development Authority or their representative designated in writing.

2.11 The term "Vendor" means the person, firm or corporation executing the Agreement or the successor or assignee of the Vendor 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.

2.12 The term “days” means calendar days.

2.13 The term “liquidated damages” means the amount of money to be assessed under the Contract for delay in physical completion of the Work.

2.14 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.

2.15 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.

2.16 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.

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

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

2.19 The term “sample” means physical examples submitted by the Vendor of materials, equipment or workmanship to establish a standard which the Vendor 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.

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

2.21 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.

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

2.23 The term “Subcontractor” means any person, firm, or entity, other than employees of Vendor, who or which contracts with the Vendor to furnish labor, materials, or equipment for the Project. The term includes any subcontractor of a Subcontractor.

2.24 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.

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

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

3.9 If during the performance of the work, the Vendor identifies a conflict in the Contract Documents; the Vendor shall promptly notify the Director's

ARTICLE 4 - SUBMITTALS

4.1 The Vendor and the Director shall adhere to the submittal and scheduling requirements set forth in the Design-Build Contract.

4.2 The Vendor shall approve all submittals before submitting them. By such approval, the Vendor 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 review and/or approval of shop drawings, product data and samples shall not relieve the Vendor of responsibility for any deviation from the requirements of the Contract Documents unless the Vendor has previously informed the Director of any anticipated deviation utilizing the required deviation request form, (available at the ORDA E,P&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 Vendor 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 Vendor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Vendor's operations and proposed operations upon the Project all in accordance with Appendix C.

4.6 Subject to Article 10 of these General Conditions, during the term of this Project, the Director may require any Vendor 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.

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 Vendor 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 Vendor 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 Vendor gives timely notice of the Vendor's intent in accordance with the submittal and scheduling requirements of Division 01 - General Requirements.

5.4 The Vendor shall have the burden of proving at the Vendor'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 Vendor 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 Vendor shall supply the product named.

5.6 The Vendor 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 Vendor 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 Vendor shall make all adjustments to contingent Work, whether the contingent Work be the Work of its contract or the Work of other Vendor's, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.

5.8 Royalties and Patents: The Vendor shall pay all royalties and license fees. The Vendor 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 - VENDOR'S SUPERVISION

6.1 The Vendor shall designate in writing competent supervision and/or management representatives as set forth in the Contract to represent the Vendor at all times with authority to act for the Vendor. All Direction given to the Vendor's Representatives shall be as binding as if given to the Vendor. A Superintendent or Project Manager shall be classified as management representatives included in the Vendor'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 The Project Manager and Superintendent shall be in attendance at the Site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Vendor 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. Vendor shall provide other resources as set forth in its "Staffing Plan" attached hereto as Appendix F.

6.2 Should the Director deem any employees of the Vendor incompetent or negligent or for any cause unfit for their duty, the Vendor 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 Vendor 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 Vendor 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 Vendor's use of Subcontractors shall not diminish the Vendor's obligations to complete the Work in accordance with the Contract. The Vendor shall control and coordinate the Work of its Subcontractors.

6.5 The Vendor 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 The Vendor, 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 Vendor 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 Vendor, 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 State shall obtain the Building Permit. The Vendor shall obtain, maintain and pay for all other 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 Vendor 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 Vendor 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 Vendor shall promptly remove rejected material from the Premises.

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

9.4 The Vendor 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 Vendor shall keep the Director's Representative informed of the progress of the Vendor's Work and particularly when the Vendor 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 Vendor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.

9.5.2 The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Vendor of the responsibility for failing to comply with the Contract Documents.

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

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 13.4 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 Vendor disagrees as to any element of the order on contract, the Vendor 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 Vendor's letter of disagreement shall identify by number the order on contract with which the Vendor is disagreeing, the

elements with which the Vendor 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 Vendor's basis for disagreement. The Contracting Officer shall promptly review the Vendor's letter and supporting documentation and advise the Vendor 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 Vendor and/or State Officials, employees or agents prior to rendering a decision.

10.3 If the Vendor is required to perform Work for which the Vendor believes it is entitled to an order on contract, the Vendor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Vendor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Vendor 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 Vendor performs work which the Vendor 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 Irrespective of the method used or to be used by the State in determining the value of a change order, the Vendor shall after receipt of a request, promptly submit to the State a detailed breakdown of the Vendor's estimate of the value of the omitted or extra work. The Vendor 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.

10.4.1 The Vendor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The Vendor shall respond no later than 30 days from the date of a "request for proposal" from the Director's Representative. Should the Vendor 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 Vendor, 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.

10.5 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 Vendor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Vendor waives all rights to any other compensation for said extra work, damage or expense.

10.6 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 Vendor 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 Vendor's own inspection and examination of the Site, the Vendor 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 Vendor 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 Vendor 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 Vendor 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. Termination for Cause.

13.1.1 If in the judgment of the Director, the Vendor 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 Director may terminate the Contract by written notice. In such event, the Director shall order the surety to complete the Work.

13.1.2 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 Director may terminate the Contract by written notice. In such event, the Director may or may not in his sole discretion, order the surety to complete the Work.

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

13.1.4 If the State formally declares the Vendor 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 Exhibit A. 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 Exhibit A incorporated herein.

13.1.5 The surety agrees to complete any investigation into the default of the Vendor and advise the 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

13.1.6 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 a practical the Surety will tender payment therefore to the State.

13.1.7 If the surety fails or refuses to complete the Work within twenty five days of the notification of the Vendor's default or if the Surety fails or refuses to complete the work within the time frames allotted by the State, the 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 Vendor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Vendor 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.

13.1.8 Should the Surety fail to commence the work the 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 ORDA's, Office of Environmental, Planning and Construction 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 ORDA.

13.2 The Contract shall not be so terminated nor the Vendor charged with resulting damage if:

13.2.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Vendor, 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 historically unforeseen, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Vendor and such Subcontractors or suppliers, and the Vendor promptly notifies the Director in writing of the causes of delay upon first recognition thereof.

13.3 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.

13.4 If after notice of termination of the Contract, it is determined for any reason the Vendor 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.

13.5 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.

13.6 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 VENDOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE STATE OF NEW YORK

14.1 The Director may terminate this Contract whenever the public interest so requires by delivering to the Vendor 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 Vendor shall act promptly to minimize the expenses resulting from such termination. The State shall pay the Vendor the sum of:

14.1.1 The costs actually incurred by the Vendor, 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 Vendor 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 Vendor's compensation exceed the total Contract amount.

14.3 The detailed estimate or amount of progress payments made to the Vendor 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 Vendor as a result of such termination.

ARTICLE 15 - DISPUTES

15.1 The Vendor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Director, who shall render a decision in writing and furnish a copy thereof to the Vendor. The Vendor 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; any termination for cause or convenience; or to termination costs allowable pursuant to contract.

15.2 The Vendor must request such decision in writing by mail no more than seven (7) days after the Vendor 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 Vendor 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 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 Vendor agrees that the decision of the 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Vendor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Vendor 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; and (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 Vendor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract.

16.5.2 The Vendor 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 Vendor'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 Vendor 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 Vendor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The Vendor'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 Vendor'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 Vendor acknowledges these conditions, and understands that the Vendor 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 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 Vendor hereunder or through any act or omission of any subcontractor of the Vendor, the Vendor agrees to reimburse such other contractor for all such damages and to indemnify and hold the State harmless from all such claims.

ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Vendor 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, caused by Vendor, 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 Vendor 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 Vendor 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 Vendor may be legally liable under the laws of torts.

18.2 The Vendor, however, shall not be responsible for damages resulting 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 Vendor shall indemnify and save harmless ORDA, 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 Vendor as may be necessary to satisfy any claim for damages recovered against the State. The Vendor'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 Vendor, 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 Vendor, subcontractor or the State.

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

19.1 Performance and Payment Bond: VENDOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all VENDOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. OWNER shall receive revised Bonds or other evidence from the Surety when the value of the Project is increased by Change Order and the Owner is charged for an increase in the rate of the Bond(s). If the surety on any Bond furnished by VENDOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1. VENDOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

19.2 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 Vendor; and the Vendor 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 ORDA; 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:

Olympic Regional Development Authority
Office of Environmental, Planning and Construction
Olympic Center

19.2.1 The endorsement shall name The Olympic Regional Development Authority / 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 ORDA/the State by Change Order or Work Change Field Directive.

19.2.2 The Vendor, 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.

19.2.3 The Vendor shall be solely responsible for the payment of all deductibles and Self-Insured Retentions.

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

19.3 The kinds and amount of insurance is as follows and is applicable to all subcontractors and sub-subcontractors, suppliers and all others directly or indirectly employed by the Vendor: Insurance Limits shall be provided in accordance with Division 0 Contract Requirements - ORDA's Insurance Requirements and Additional Insured.

19.3.1 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 Vendor or by its subcontractor.

19.3.2 Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than required by "ORDA's Insurance Requirements and Additional Insured." 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.

19.3.3 Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than required by "ORDA's Insurance Requirements and Additional Insured." Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

19.3.4 Builder's Risk: The Vendor shall be liable for any and all damages and losses to the Project prior to the ORDA's acceptance of the Project as fully completed except that the Vendor shall not be liable for:

19.3.4.1 Losses covered by the Builder's Risk property insurance provided by ORDA; except that the Contractor shall be liable for the applicable deductible.

19.3.4.2 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 ORDA/State of New York and for the Contractor as their interests may appear, and shall run until the contract physical completion date. ORDA 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.

19.3.5 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 Vendor 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 the State or the Contracting Agency arising from Vendor's work. ORDA and the State of New York shall be named as additional insured and this shall be primary.

19.3.5.1 Other additional insured shall be named as required by "ORDA's Insurance Requirements and Additional Insured."

19.3.5.2 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.

19.4 The Vendor 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.

19.5 Should the Vendor 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 so long as Vendor determines it to be safe and the State does not materially restrict Vendor's progression of its work under this Agreement. Written notice of such possession shall be given to the Vendor 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 Vendor 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 Vendor, 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 Vendor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Vendor, 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 Vendor 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 Vendor. 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 Vendor 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:

Olympic Regional Development Authority
Office of Environmental, Planning and
Construction - Contracts
2634 Main Street
Lake Placid, New York 12946

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the Vendor 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:

Olympic Regional Development Authority
Office of Environmental, Planning and
Construction - Contracts
2634 Main Street
Lake Placid, New York 12946

21.1.2 The submittal of cost for reimbursement to the Vendor 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 Vendor agrees to participate (participation is not mandatory – a contractor may still elect to submit paper requisitions), the Vendor shall provide an Electronic

Contractor Requisition (ECR) Program Certification form which shall become part of this agreement. The Vendor further certifies that the individual certifying the requisition is duly authorized to undertake requisitioning transactions. The Vendor 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 Vendor 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 Vendor's property and have been suitably stored and insured. The Vendor shall provide such evidence of the value of the material stored as the Contracting Officer may reasonably require. The Vendor 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 Vendor 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 Vendor 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 Vendor which have not been suitably discharged.

21.5 No more than 60 days after the issuance of the Physical Completion Report, the Vendor 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 Vendor which have not been suitably discharged. The Vendor 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 Vendor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer, 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 Vendor 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 Vendor acknowledges that it will not receive payment on any requests for payment unless the Vendor complies with the State Comptroller's electronic payment deposit procedures. Payments requested by the Vendor 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 Director, the Comptroller or their representatives shall have the right to examine all books, records, documents, and other data of the Vendor, 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 Vendor, 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 Vendor shall insert a clause containing all of the provisions of Paragraphs 22.1 to of these General Conditions in all subcontracts or purchase orders issued hereunder.

21.6 The Vendor 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 Vendor 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 Vendor to post. The Vendor shall provide a surface for such notices which is satisfactory to the State. The Vendor 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 Vendor 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 Vendor 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. For purposes of this paragraph, "Worker" includes employees of Vendor 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 Vendor 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 22.3 of these General Conditions.

23.3 The Vendor shall maintain on the Site the original certified payroll or certified transcripts thereof which the Vendor and all of its Subcontractors are required to maintain pursuant to New York Labor Law Section 220. The Vendor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Paragraph 22.2 of these General Conditions.

23.4 A Vendor 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 20.10, General Conditions and subparagraph (iii) and (iv) Section 220 Labor Law.

23.5 In accordance with New York Labor Law §222- H, the Vendor 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 Vendor, Subcontractor 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 Vendor and every Subcontractor 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 Vendor and every

Subcontractor 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 Vendor 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 Contract Terms, 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 Vendor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Vendor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

25.3 COMMENCEMENT OF ACTIONS: The time, as prescribed by law, within which an action on the contract against the Vendor must be commenced shall be computed from the completion of physical work. The Vendor 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 Vendor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Vendor by Certified Mail and addressed to:

Olympic Regional Development Authority
Office of Environmental, Planning and
Construction - Contracts
2634 Main Street
Lake Placid, New York 12946

25.3.1 In the event that the Vendor 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.

25.4 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.

25.5 ENVIRONMENTAL CONSERVATION LAWS:

The Vendor 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 Vendor.

25.6 REPORTING OF ILLEGAL ACTIVITY:

During the term of the contract, the Vendor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Contracting Officer at 518-302-5349, the Director, OGS Legal Services, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by ORDA, will be considered a material breach of the contract and may provide grounds for disqualification of the subject Vendor or Subcontractor for award of future contracts. The Vendor 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 ORDA contract.

END OF DOCUMENT

The Parties to the attached contract, license, lease, amendment or other agreement of any kind 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 ORDA, whether a Contractor, consultant, licensor, licensee, lessor, lessee, vendor or any other party:

1. **Doing Business in New York**

Contractor hereby represents and warrants that it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation and is qualified to do business in the State of New York and all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary, and has all requisite legal power and authority to carry on its business and to execute this Contract and to perform the terms, conditions and provisions hereof.

2. **Prohibiting State Contracts With Entities That Support Discrimination**

Pursuant to Executive Order No. 177, ORDA is prohibited from entering into contracts with entities that have institutional policies or practices that fail to address the harassment of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability or other protected basis. Contractor hereby represents and warrants that it has enacted policies or practices that are designed to prevent such harassment or discrimination.

3. **Ensuring Pay Equity by State Contractors**

Pursuant to Executive Order No. 162, for all procurements issued and executed on or after June 1, 2017, ORDA's contractors must agree to include detailed workforce utilization reports to include, in addition to the equal employment opportunity information currently required to be included in such reports, the job title and salary of each employee of a contractor performing work on a State contract, or of each employee in the contractors' entire workforce if the contractor cannot identify the individuals working directly on a State contract. For all subcontracts executed by Contractor in furtherance of this Contract (including all Exhibits hereto), Contractor must include a clause imposing the same requirement on all subcontractors for their employees. Such information shall be reported to ORDA on a quarterly basis in the form and in such manner as required by ORDA.

4. **Comptroller Approval**

Pursuant to Public Authorities Law § 2879-a and 2 NYCRR Part 206, Comptroller approval may be required for certain contracts entered into by public authorities. The Comptroller, at his or her discretion and upon written notification, may elect to review State authority contracts in excess of \$1 million which are a) contracts that are to be paid from monies appropriate by the State or b) awarded to a single source, sole source, or pursuant to any other method of procurement that is not competitive in nature. The Comptroller may exercise authority to review and pre-approve other types of contracts as well. Where Comptroller review and pre-approval of contracts is required, then such agreement shall not be valid or enforceable until it has first been approved by the Comptroller.

5. **Governing Law and Forum**

This Agreement shall be governed by and construed in accordance with the laws of New York. Any action at law, or in equity, for the enforcement of this Agreement or any dispute arising in connection herewith shall be instituted only in a court of competent jurisdiction in the State of New York.

6. **Entire Agreement**

This Agreement (including all Exhibits hereto) constitutes the entire Agreement between Contractor and ORDA and supersedes any prior Agreements or understandings between the parties. It shall not be amended, varied, or modified unless in writing executed by both parties hereto.

7. **Cancellation**

Pursuant to Public Authorities Law § 2875, upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

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

8. **Workers Compensation Benefits**

Pursuant to State Finance Law § 142, this contract shall be void and of no force and effect unless 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.

9. **Non-Discrimination Requirements**

In accordance with Executive Law Article 15 (also known as the Human Rights Law) and Article 15-A (also known as the MWBE Law), and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, genetic predisposition or carrier status, or marital status. 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, discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or 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, discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or 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.

10. **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/vendor'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, 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.

11. **Non-Collusive Bidding Requirement**

Pursuant to Public Authorities Law § 2878 and State Finance Law §139-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time it submitted its bid, an authorized and responsible person executed and delivered to ORDA a non-collusive bidding certification on its behalf.

12. **Set-Off Rights**

ORDA shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, ORDA's option to withhold for the purposes of set-off any moneys due to Contractor under this contract up to any amounts due and owing to ORDA 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 ORDA for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. ORDA 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 ORDA, its representatives, or the State Comptroller.

13. **Force Majeure**

Should either Contractor or ORDA be prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by disruption due to unforeseen or unavoidable circumstances including but not limited to: unforeseen or unavoidable construction activities, strikes, labor disputes, Acts of God including but not limited to adverse or hazardous weather events or conditions, war, terrorism, government restrictions, judicial orders, fire or other casualty, civil commotion, or other similar causes beyond its reasonable control, or if performance hereunder would foreseeably involve either party in or subject it to the effects of a labor dispute and the party therefore withholds or delays performance, making it illegal or impossible to provide or use the facilities, it shall have no liability. In such instances, the party asserting a force majeure event shall not have any further obligation under the agreement. Contractor (or lessee if applicable) shall have

no other recourse against ORDA except to obtain monies for services already rendered under the agreement or to obtain refunds of monies paid for services yet to be performed.

14. Records

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 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. As a Public Authority, the Olympic Regional Development Authority is subject to the provisions and requirements of Public Officer's Law Article 6 §§ 84-90, more commonly known as the Freedom of Information Law ("FOIL"). ORDA 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: (1) Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (2) said records shall be sufficiently identified; and (3) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, ORDA's right to discovery in any pending or future litigation.

15. Identifying Information and Privacy Notification

FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices, or ORDA standard vouchers, submitted for payment for the sale of goods or services, or the lease of real or personal property, to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's federal employer identification number, federal social security number, or vendor identification number, or all such numbers when the payee has all such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or ORDA standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(a) PRIVACY NOTIFICATION.

- i. 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 ORDA is mandatory. The principal purpose for which the information is collected is to enable ORDA 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.
- ii. 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 New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

16. Equal Employment Opportunities for Minorities and Women

In accordance with Article 15-A of the Executive Law and 5 NYCRR Part 143, if this contract or any subcontract thereto, is: (1) a written agreement or amendment thereto, 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 (including but not limited to legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, to be performed for, rendered, or furnished to the contracting agency; (2) 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 (3) 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 Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action 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, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status; and
- (c) At the request of the contracting agency, 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 Contractor's obligations herein.

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 Contractor. Executive Law Section 312 does not apply to work, goods or services unrelated to this contract or to employment outside New York State. ORDA 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 section. 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 Governor's Office of Minority and Women's Business Development pertaining hereto.

17. Conflicting Terms

In the event of a conflict between the terms of the Contract (including all Exhibits hereto and amendments hereof) and this ORDA Standard Contract Terms, the terms of this ORDA Standard Contract Terms shall control.

18. Late Payment

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Public Authorities Law § 2880 to the extent required by law.

19. No Arbitration

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration or mediation (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

20. 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 ORDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify ORDA, in writing, of each and every change of address to which service of process can be made. Service by ORDA to the last-known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete within which to respond.

21. Prohibition on Purchase of Tropical Hardwoods

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 the 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 Contractor to establish, to meet with the approval of ORDA.

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 the specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of ORDA; otherwise, the bid may not be considered as responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of Contractor to meet with the approval of ORDA.

22. Iranian Energy Sector Divestment

In accordance with Public Authorities Law § 2879-c, by signing this Contract, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to State Finance Law § 165-a(3)(b). Such list, known as the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List"), is posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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 ORDA.

During the term of the Contract, should ORDA receive information that a person (as defined in Public Authorities Law § 2879-c) is in violation of the above-referenced certifications, ORDA 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 ORDA 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 Contractor in default.

ORDA 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.

23. Promotion of New York State Business Enterprises & New York State Residents in Procurements

It is the policy of New York State, and ORDA, to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, and New York State residents, as bidders, subcontractors, and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

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
New York, New York 10017
Telephone: 212-803-2414
Email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

Public Authorities Law § 2879 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 and ORDA.
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

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 community 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. Contractor agrees to document these efforts and to provide said documentation to the State and ORDA upon request.

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

24. **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 which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of goods or services by the same or a non-governmental entity influenced by the same, Public Authorities Law § 2879 requires that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana, and Hawaii. Contact the NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

25. **Compliance with New York State Information Security Breach and Notification Act**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

26. **Procurement Lobbying**

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

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

28. 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.

29. 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 (2NYCRR 105.4).

30. 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.

31. Letting of certain contracts involving steel products

Pursuant to Public Authorities Law § 2603-a, notwithstanding any other provision of law, and absent a determination to the contrary by the ORDA Board of Directors, ORDA must award contracts involving steel products as follows:

- (a) All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreements known as the "Automotive Products Trade Act of 1965" or any amendments thereto.

- (b) All contracts in excess of one hundred thousand dollars for the construction, reconstruction, alteration, repair, maintenance or improvement of public works shall require that all structural steel, reinforcing steel or other major steel items to be incorporated in the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions.

32. **Vendor Responsibility, Pursuant to Executive Order #192**

- a. Responsibility for Duration of Contract: The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by ORDA's President & CEO, 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.
- b. Suspension of Work (for Non-Responsibility): The President & CEO of ORDA, 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 information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the President & CEO of ORDA, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.
- c. Termination (for Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate ORDA officials or staff, the Contract may be terminated by President & CEO of ORDA, or his or her designee, at the Contractor's expense where the Contractor is determined by the President & CEO of ORDA or his or her designee to be non-responsible. In such event, the President & CEO of ORDA, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

33. **Diesel Emissions Reduction Act 2006**

In 2007, New York State passed legislation establishing the Diesel Emissions Reduction Act 2006 (DERA). This Act amended the Environmental Conservation Law (ECL) by adding Section 19-0323 which requires the use of best available retrofit technology (BART) and ultra low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, state agencies and state or regional public authorities. The Department has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on the Department's website at <http://www.dec.ny.gov/regs/2492.html>.

Contractor must comply with the specifications and provisions of ECL § 19-0323 and 6 NYCRR Part 248, which require the use of BART and ULSD, unless specifically waived by the Department. Qualifications for a waiver under this law are the responsibility of the Contractor.

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

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

2.3 ORDA 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 ORDA.

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 its investigation. Advises ORDA of its Representatives.

Day 10-25 Visits Site with ORDA 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 ORDA.

Day 30-44 As completing contractor, the surety or its representative, presents its list of subcontractors to ORDA for approval. Additionally an Insurance Certificate naming the Surety and completion Contractor as named insured must be submitted to ORDA's 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 ORDA shall be entitled to enforce any remedy available pursuant to the terms of the contract.

5. After ORDA has terminated the Contractor's right to complete the Contract, and if the Surety elects to act then the responsibilities of the Surety to ORDA shall not be greater than those of the Contractor under the Contract, and the responsibilities of ORDA 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 ORDA, approved and filed with the ORDA, in no way shall be impaired or affected by any other bond that may relate to the contract in question.

END OF DOCUMENT

STATE OF NEW YORK
New York State Olympic Regional Development Authority

SUPPLEMENTARY CONDITIONS
ARTICLE 6 CONTRACTOR'S SUPERVISION

Add Paragraph 6.6 - 6.17 as follows:

Management, Supervision and Superintendence:

- 6.6. CONTRACTOR shall be solely responsible for the management of their contract. The CONTRACTOR shall provide a competent and experienced management team necessary for the size and scope of the project. The project shall have a Project Manager assigned to the project by the CONTRACTOR with the skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Project Manager shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. If the OWNER find the Project Manager, or any members of the management team, to be incompetent by reason of failing to perform their duties in a professional manner, this includes, but is not limited to: a lack of professional knowledge of the project scope, acts of workplace violence, acts of workplace discrimination, acts of sexual harassment and any other types of actions considered by the OWNER to be inconsistent with their workplace requirements, the OWNER shall notify the CONTRACTOR in writing and the said person shall be replaced without delay.
- 6.6.1 CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible that the completed Work complies with the Contract Documents.
- 6.6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR. If the OWNER find the resident superintendent to be incompetent by reason of failing to perform their duties in a professional manner, this includes, but is not limited to: a lack of professional knowledge of the project scope, acts of workplace violence, acts of workplace discrimination, acts of sexual harassment and any other types of actions considered by the OWNER to be inconsistent with their workplace requirements, the OWNER shall notify the CONTRACTOR in writing and the resident superintendent shall be replaced without delay.

Labor, Materials and Equipment:

- 6.7. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours.
- 6.8. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.9. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Concerning Subcontractors, Suppliers and Others:

- 6.10. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 6.10.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection.
- 6.10.1 CONTRACTOR shall not be required to employ any subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.
- 6.10.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or CONSULTANT's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or CONSULTANT of any such Subcontractor, Supplier

or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

- 6.10.3 Reasonable objection to a contractor shall include such considerations as safety record, whether they are currently in litigation with another state agency, labor law compliance, prior work history, including timeliness, compliance with technical specifications as well as being in compliance with all other requirements of the contract all subject to the CONTRACTOR's right to show cause at a hearing why a preferred sub/supplier should not be rejected.
- 6.11 CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and
- 6.11.1 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the CONSULTANT through CONTRACTOR.
- 6.12. The divisions and sections of the Specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the Work among Subcontractors Suppliers or delineating the Work to be performed by any specific trade.
- 6.13. All Work performed by CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the contract Documents for the benefit of OWNER and CONSULTANT. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided pursuant to General Conditions Article 19, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, CONSULTANT, CONSULTANT's consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers in any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.
- 6.14 Every Subcontractor shall complete the "Subcontractor Site Access Agreement" Form SSA, with endorsement from the sponsoring Prime Contractor, including all stated requirements and submission, prior to working on the Site.

Use of Premises:

- 6.12. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the work areas identified in and permitted by the Contract Documents and other land and areas permitted Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, CONSULTANT, CONSULTANT's Consultant and anyone directly or indirectly employed by any of them from and against all claims costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, CONSULTANT or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.
- 6.13. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. If the CONTRACTOR does not keep the premises free from accumulation of waste materials the CONSULTANT will notify the CONTRACTOR and if it is not remedied promptly the OWNER shall make corrections as provided in Article 13. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.14. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 6.15. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.15.1. all persons on the Work site or who may be affected by the Work;
 - 6.15.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 6.15.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect

them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.15.2 or 6.15.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or CONSULTANT or CONSULTANT's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to OWNER and CONTRACTOR of Physical Completion.

Safety Representative:

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

Hazard Communication Programs:

- 6.17. CONTRACTOR shall be responsible for coordinating any exchange of Safety Data Sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

END OF DOCUMENT

ORDA Insurance Coverage and Additional Insured for Construction Contracts

New York State Olympic Regional Development Authority requires the following policies and coverages with valid Certificate of Insurance as a minimum for each Contractor and tiers below the Contractor including, but not limited to, subcontractors, consultants, vendors, etc.

	<u>Contractor</u>	<u>All Other Tiers</u>	
Comprehensive Form Commercial General Liability:			
Each Occurrence / BI & PD Combined Occurrence:	\$1,000,000	\$1,000,000	
General Aggregate / BI & PD General Aggregate:	\$2,000,000	\$2,000,000	
Automobile Liability including Hired and Non-owned Liability:			
Each Occurrence:	\$1,000,000	\$1,000,000	
Commercial Umbrella Liability:			
Each Occurrence:	\$4,000,000	\$1,000,000	
General Aggregate:	\$4,000,000	\$1,000,000	
Environmental Liability:			
Each Occurrence:	\$2,000,000	\$2,000,000	
Workers' Compensation and Employer's Liability Insurance:			
Worker's Compensation:	Statutory Limit	Statutory Limit	
Employer's Liability:	\$1,000,000	\$1,000,000	
Professional Liability Insurance (Design Delegation) to cover errors and omissions arising during the performance of professional engineering and architectural services in the amount of:			
Each Claim:	\$2,000,000	\$2,000,000	
Annual Aggregate:	\$2,000,000	\$2,000,000	
Builder's Risk Insurance: Losses covered by the Builder's Risk property insurance provided by ORDA, except that the Contractor shall be liable for the applicable deductible.			
Project Value:	<u>Less than \$1,000,000</u>	<u>\$1,000,000 to \$5,000,000</u>	<u>Greater than \$5,000,000</u>
Deductible:	\$1,000	\$5,000	\$10,000

Conditions:

1. All policies of insurance shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.
2. After the initial submission of proof of coverage, the Contractor shall be required to provide proof of the coverage required by this Attachment within ten (10) business days of renewal and/or request.
3. All policies shall designate the New York State Olympic Regional Development Authority as the loss payee and shall contain a provision that the New York State Olympic Regional Development Authority shall receive at least thirty (30) days' notice prior to material change, cancellation, or expiration of any such policy.

Additional Insured:

The policy or policies shall be endorsed to be primary as respects the coverage afforded the New York State Olympic Regional Development Authority and others identified to be included as Additional Insured and such policy or policies shall be primary to any other insurance maintained by the New York State Olympic Regional Development Authority and others identified as Additional Insured.

Additional Insured shall be defined by project location as follows:

Olympic Center (PINs starting with ARN)

1. New York State Olympic Regional Development Authority
2. State of New York
3. Town of North Elba
4. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District
5. Projects at the Olympic Speed Skating Oval will additionally require the following:
 - a. Lake Placid Central School District #2 & The Trustees of Lake Placid Central School District

Olympic Jumping Complex (PINs starting with OJC)

1. New York State Olympic Regional Development Authority
2. State of New York
3. Town of North Elba
4. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District

Olympic Sports Complex (PINs starting with OSC)

1. New York State Olympic Regional Development Authority
2. State of New York
3. New York State Department of Environmental Conservation
4. Town of North Elba
5. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District

Olympic Training Center (PINs starting with EXO)

1. New York State Olympic Regional Development Authority
2. State of New York
3. United States Olympic & Paralympic Committee

Belleayre Mountain Ski Center (PINs starting with BEL)

1. New York State Olympic Regional Development Authority
2. State of New York
3. New York State Department of Environmental Conservation

Gore Mountain Ski Center (PINs starting with GOR)

1. New York State Olympic Regional Development Authority
2. State of New York
3. New York State Department of Environmental Conservation
4. Projects at the North Creek Ski Bowl at Gore will additionally require the following:
 - a. Town of Johnsburg

Whiteface Mountain Ski Center (PINs starting with WFM)

1. New York State Olympic Regional Development Authority
2. State of New York
3. New York State Department of Environmental Conservation
4. Projects at the Veterans Memorial Highway will additionally require the following:
 - a. New York State Department of Transportation

ORDA Administration Building (PINs starting with EXO)

1. New York State Olympic Regional Development Authority
2. State of New York
3. Town of North Elba
4. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District

Project Specific: Refer to the Appendix for Project Specific Additional Insured.

Addresses:

The State of New York
The Capitol
Albany, NY 12210

New York State Department of Transportation
884 NYS Route 86
Ray Brook, NY 12977

New York State Olympic Regional
Development Authority
2634 Main Street
Lake Placid, NY 12946

Town of North Elba
2693 Main Street
Lake Placid, NY 12946
Attn: Supervisor of Town of North Elba

United States Olympic & Paralympic Committee
196 Old Military Road
Lake Placid, NY 12946

Town of Johnsburg
219 Main Street
North Creek, NY 12853

New York State Department of Environmental
Conservation
884 NYS Route 86,
Ray Brook, NY 12977

Lake Placid Central School District #2 &
The Trustees of Lake Placid Central School District
Attn.: Superintendent of Schools
50 Cummings Road
Lake Placid, NY 12946

Town Board of the Town of North Elba, as
Trustee for the Town of North Elba Public Parks
and Playground District
2693 Main Street
Lake Placid, NY 12946
Attn: Supervisor of the Town of North Elba

Venue Addresses:

Belleayre Mountain
181 Galli Curci Road
Highmount, NY 12441

Olympic Jumping Complex
5486 Cascade Road
Lake Placid, NY 12946

Whiteface Mountain Ski Center
5021 Route 86
Wilmington, NY 12997

Gore Mountain
793 Peaceful Valley Road
North Creek, NY 12853

Olympic Sports Complex
220 Bob Sled Run Lane
Lake Placid, NY 12946

ORDA Administrative Building
29 Church Street
Lake Placid, NY 12946

Olympic Center
2634 Main Street
Lake Placid, NY 12946

Olympic Training Center
196 Old Military Road
Lake Placid, NY 12946

Workers Compensation and Employers Liability Insurance: See Section 002113- Instructions to Bidders

Worker's Compensation: Form C105.2, U-26.3, or Proof of Exemption Form CE-200

Disability Benefits: Form DB-120.1, DB-155, or Proof of Exemption Form CE-200

An ACORD 25 form is **NOT** acceptable as proof of Workers Compensation coverage or Disability benefits coverage.

Contact:

Questions regarding ORDA's Insurance for projects administered by ORDA's Office of Environmental, Planning and Construction shall be directed to The Contracting Officer located at the following address:

Olympic Regional Development Authority

Attn: Rebecca Drasye

2634 Main Street

Lake Placid, NY 12946

rdrasye@orda.org

(518) 302-5349

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the “New York State Vendor Responsibility Definitions List” existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION

<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS

1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:			
a) ☐ <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation		
b) ☐ <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized		
c) ☐ <u>Limited Liability Partnership</u>	Date of Registration		
d) ☐ <u>Limited Partnership</u>	Date Established		
e) ☐ <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) ☐ <u>Sole Proprietor</u>	How many years in business?		
g) ☐ Other	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			☐ Yes ☐ No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:			
☐ United States	State		
☐ Other	Country		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS

1.2 Is the <u>Legal Business Entity</u> publicly traded?		☐ Yes ☐ No	
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?		☐ Yes ☐ No	
Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership		☐ Not Required	
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .		☐ Yes ☐ No	
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? (Select "N/A" if <u>Principal Place of Business</u> is in New York State.)		☐ Yes ☐ No ☐ N/A	
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?		☐ Yes ☐ No	
If "Yes," check all that apply: ☐ New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) ☐ New York State certified <u>Women-Owned Business Enterprise</u> (WBE) ☐ <u>New York State Small Business</u> ☐ Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. (Attach additional pages if necessary.) <u>Joint Ventures</u> : Provide information for all firms involved.			
Name (For each person, include middle initial)	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? *(Attach additional pages if necessary.)* ☐ Yes ☐ No

Firm/Company Name

Firm/Company EIN
(If available)Firm/Company's Primary Business
Activity

Firm/Company Address

Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm? ☐ Yes ☐ NoIndividual's Name *(Include middle initial)*

Position/Title with Firm/Company

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)* ☐ Yes ☐ No

Affiliate Name

Affiliate EIN (If available)

Affiliate's Primary Business Activity

Affiliate Address

Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*:Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate? ☐ Yes ☐ NoIndividual's Name *(Include middle initial)*

Position/Title with Firm/Company

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)* ☐ Yes ☐ No

Joint Venture Name

Joint Venture EIN (If available)

Identify parties to the Joint Venture

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license? | ☐ Yes ☐ No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | ☐ Yes ☐ No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law? | ☐ Yes ☐ No |
| 7.1 Been the subject of:
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | ☐ Yes ☐ No

☐ Yes ☐ No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ? | ☐ Yes ☐ No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation? | ☐ Yes ☐ No |
| 7.4 Had a New York State Labor Law violation deemed willful? | ☐ Yes ☐ No |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws? | ☐ Yes ☐ No |

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <u>Federal</u>, state or local health laws, rules or regulations; <u>Federal</u>, state or local environmental laws, rules or regulations; - Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; - Any labor law or regulation, which was deemed willful; - Employee Retirement Income Security Act (ERISA); <u>Federal</u>, state or local human rights laws; <u>Federal</u>, state or local security laws?	☐ Yes ☐ No
--	--

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?	☐ Yes ☐ No ☐ N/A
8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No ☐ N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	☐ Yes ☐ No ☐ N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.) ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year)
Gross Sales

2nd Year (Indicate year)
Gross Sales

3rd Year (Indicate year)
Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year)
Amount

2nd Year (Indicate year)
Amount

3rd Year (Indicate year)
Amount

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls.
(This information must be attached.)

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

If "Yes," indicate the question number(s) and explain the basis for the claim.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

Notary Public

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
2.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
3.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
4.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
5.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

1.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount
2.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount
3.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount
4.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

5.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
6.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
7.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
8.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

9.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
10.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
Grand Total All Uncompleted Contracts					\$0.00

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	-	
2. Accounts receivable - less allowance for doubtful accounts	\$	-		
Retainers included in accounts receivable	\$	-		
Claims included in accounts receivable not yet approved or in litigation	\$	-		
Total Accounts Receivable	\$	-		
3. Notes receivable - due within one year	\$	-		
4. Inventory - materials	\$	-		
5. Contract costs in excess of billings on uncompleted contracts	\$	-		
6. Accrued income receivable				
Interest	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Accrued Income Receivable	\$	-		
7. Deposits				
Bid and Plan _____	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Deposits	\$	-		
8. Prepaid Expenses				
Income Taxes	\$	-		
Insurance	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Prepaid Expenses	\$	-		
9. Other Current Assets				
Other (list) _____	\$	-		
_____	\$	-		
Total Other Current Assets	\$	-		
10. Total Current Assets				\$
11. Investments				
Listed securities-present market value	\$	-		
Unlisted securities-present value	\$	-		
Total Investments				\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total		\$	-
Less: Accumulated depreciation		\$	-
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets			\$ -

14. TOTAL ASSETS

\$ -
\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-

Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-

Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

27. Other Liabilities

Other (list) _____	\$	-
_____	\$	-

Total Other Liabilities	\$	-
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28. TOTAL LIABILITIES	\$	-
-----------------------	----	---

NET WORTH

29. Net Worth (if proprietorship or partnership)	\$	-
--	----	---

30. Stockholders' Equity

Common stock issued and outstanding	\$	-
-------------------------------------	----	---

Preferred stock issued and outstanding	\$	-
--	----	---

Retained earnings	\$	-
-------------------	----	---

Total	\$	-
-------	----	---

Less: Treasury stock	\$	-
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31. TOTAL STOCKHOLDERS' EQUITY	\$	-
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32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$	-
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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 OEPC 329), which must be submitted within *fifteen (15) days after award* of the contract.

END OF DOCUMENT

SECTION 01 10 01
SUMMARY OF WORK - SINGLE PRIME CONTRACT

PART 1 GENERAL

1.1 DESCRIPTIONS

1. Project Information
2. Work Covered by Contract Documents
3. Pay Items.
4. Related, Concurrent and Future Contracts and Projects.
5. Contractor's Use of Site and Premises.
6. Owner Supplied Products and/or Services.
7. Owner Occupancy.
8. Work Completion.
9. Novel Coronavirus.

1.2 PROJECT INFORMATION

1. Project / Contract Identification:
 - i. PIN: WFM.21.007
 - ii. Project Name: Whiteface Detachable Quad – Bear Den to Legacy Lodge
 - iii. CIN: WFM.21.007.001
 - iv. Contract Name: High Speed Detachable Quad Chairlift System Contract
2. Project Address: 5021 Route 86, Wilmington, NY 12997
3. Owner: NYS Olympic Regional Development Authority (ORDA)

1.3 WORK COVERED BY CONTRACT DOCUMENTS

1. The title and location of the Work is printed on the cover of this Project Manual.
2. Type of Contract: Lump sum
3. General Description of Contract:

In general, the contract includes all the proprietary design/engineering for the manufactured systems and components to be included within the contract and all the labor, materials, tools, equipment and temporary facilities to manufacture, transport to the contract/project location and to install as required by the scope of the identified systems and components and as required by New York State Department of Labor, Labor Law 21, 27, 200, 202-c, Part (Rule No.) 32 relating to Ski Tows and other Passenger Tramways, Title 12 State of New York Official Compilation of Codes, Rules and Regulations (12 NYCRR Part 32) and all other regulatory laws, codes and rules of jurisdiction.

The High Speed Detachable Quad Chairlift System Contract shall include all engineering, materials, labor, tools, equipment, temporary facilities, overhead and profit to provide a new detachable quad lift as specified in Section 14 5050 Technical Specification. Start of work and Substantial and Final Completion dates are presented in Document 00 11 14 Invitation for Request for Proposal, Schedule of Important Dates and Times.

1.4 PAY ITEMS

1. Item No. 1 High Speed Detachable Quad Chairlift System: (Lump Sum) Contract shall include all materials, labor, tools, equipment, temporary facilities, overhead and profit to provide a new detachable grip quad chairlift as specified in Section 14 5050 Technical Specification.

1.5 RELATED, CONCURRENT AND FUTURE CONTRACTS AND PROJECTS

1. The project has several Related/Concurrent Contracts and or Projects which required a level of coordination typical to Multiple Prime Contracts in accordance with New York State procurement law, Wicks Law. Coordinate the work with all projects, thru the Director's Representative, to avoid conflicts.
2. The following projects will be taking place concurrently with the work of this project:
 - a. Snowmaking Upgrades
 - b. Electrical Upgrades

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

1. Limit use of site and premises to designated staging areas, permitted haul road and location of Product purchased.
2. Contractor will be extended the privilege to use on-site public restroom facilities in Owner's buildings during normal operational hours. This is a revocable privilege. Misuse will require the contractor to secure their own facilities.

1.7 OWNER SUPPLIED PRODUCTS AND/OR SERVICES

1. Electrical power at all existing buildings with electrical power.

1.8 OWNER OCCUPANCY

1. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
2. Schedule the Work to accommodate Owner's work.

1.9 WORK COMPLETION

1. See Section 00 11 14 – Invitation for Request for Proposal, Schedule of Important Dates and Times for required completion dates.

1.10 NOVEL CORONAVIRUS

1. The work must be conducted in accordance with the Summary and Detailed Guidelines set forth at <http://forward.ny.gov/industries-reopening-phase#phaseone-construction>, including but not limited to: appropriate social distancing; compliance with personal protective equipment (PPE) and cleaning/disinfection requirement; and prohibiting non-essential visitors on the site.
2. Inspections for compliance with these Guidelines will be conducted by ORDA's office of Environmental, Planning and Construction, under the same framework as other safety and regulatory compliance. The failure to follow protocols may result in "Stop Work Activity Notification" as per "Section 01 11 00 Safety, Part 1.05 Stop Work Activity Authorization" and shall not excuse the Contractor from meeting their contractual obligation of completion schedule.

PART 2 PRODUCTS

- 2.1 Owner Supplied
Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 11 00

SAFETY

PART 1 GENERAL

1.01 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.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Summary of the Work: Section 011000.
- B. Regulatory Requirements: Section 014100.

1.03 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.

1.04 SUBMITTALS

- A. Provide a SITE SPECIFIC SAFETY PLAN no later than 15 days after approval of the Contract. 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 OEPC 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 Installation. 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 Installation, 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 and alcohol 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.

1.05 STOP WORK ACTIVITY AUTHORITY

- A. All ORDA Office of Environmental, Planning and Construction (OEPC) 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 an OEPC 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.**

1.06 ADDITIONAL SAFETY POLICIES THAT WILL BE ADHERED TO THROUGHOUT THE INSTALLATION 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 Installation.
- 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

SECTION 01 20 00

COST COMPUTATIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Contractor shall use OEPC 120-127 Contractor Proposal Worksheet for all changes to contract cost.
- B. Definitions
 - 1. Extra Work – Work that is a continuation of an existing work item but is extra in quantity to the Contract.
 - 2. Additional Work – Work added to the Contract which is within the scope of the Contract but is not a continuation of an existing work item.
 - 3. Field Order – Change in work issued under a Work Change Directive.
- C. 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. Labor excludes all Contractor Supervision, refer to General Conditions, Article 6. Contractor Supervision is included in Overhead.
 - 2) Materials (to be installed or turned over to ORDA).
 - 3) Consumables are items that are used during the progression of the extra/additional 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 ORDA, would have been or will be employed exclusively and directly on the omitted work or extra/additional work.
 - 5) Where the omitted or extra/additional 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/additional 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/additional 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/additional 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/additional 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/additional work item.
- b. 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 C. 1. a.
- c. Should the Contractor fail to submit the required proposal as required by Article 10.5.1, the Contractor shall be compensated as follows:
 - 1) The costs will be determined by ORDA as described in 1.01 C. 1. a. above, but the percentages for profit and overhead will be as follows:
 - a) Where the omitted or extra/additional 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/additional 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/additional work is performed by any sub-subcontractor), an additional sum equal to:
 - (1) 5 percent of the first \$10,000 of the above-estimated costs, including the subcontractor’s percentage override.
 - (2) 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/additional work in the same manner as in the above Subparagraph 1.01 C. 1.a. except that actual costs of the Contractor be utilized in lieu of estimated costs. ORDA 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 C.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 ORDA.

- D. Irrespective of the method used or to be used by ORDA in determining the value of extra/additional or omitted work, the Contractor shall, after receipt of a request, shall within 15 days submit to ORDA a detailed breakdown of the Contractor's estimate of the value of the omitted or extra/additional work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. ORDA shall promptly respond to such submission.
- E. Labor: 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/additional 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/additional 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.
- F. Materials:
1. Materials used in performance of the extra/additional 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 D. above.
 3. Travel costs including mileage, tolls, and overnight lodging and meal per diems incurred as a result of the extra/additional 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/additional work or turned over to ORDA at the request of the Director's Representative, are reimbursable as part of an order on contract.

G. Equipment:

1. Whenever this Contract requires the determination of the subtility and/or cost of equipment, it shall be determined as per the following:
2. Suitable Equipment:
 - a. 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.
 - b. For the purposes of the performance of extra/additional 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.
 - c. Notwithstanding any other provision, if ORDA 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 ORDA to be suitable for the performance of Work, the cost of equipment used in calculating the costs of extra/additional 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 ORDA 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.
2. Equipment Cost:
 - a. Ownership Cost: 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, (*Self-owned equipment is defined to include equipment rented from controlled or affiliated companies*) 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 five 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.

i. Rented Equipment:

- Equipment rented specifically and exclusively for the performance of extra/additional work will be paid at the actual, invoice supported, rental cost.
- Equipment rented for the Contract Work that is used in the performance of extra/additional work will be reimbursed for operating costs only.

ii. Self-Owned Equipment: The maximum amount of reimbursement for the ownership costs of self-owned equipment is limited to the original purchase price of the equipment as supported by Bill of Sale. 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.

b. Operating Costs:

- i. Equipment: The Contractor shall be reimbursed for its operating costs for 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.

H. 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/additional 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/additional 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/additional work, will be reimbursed based on actual cost.

I. Unless otherwise specifically provided for in an order on contract or field order, the compensation specified therein for extra/additional work includes full payment for both the extra/additional 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/additional work, and the Contractor waives all rights to any other compensation for said extra/additional work, damage or expense.

J. 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 C. 1.b. or 1.01 A. 3.

- K. 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 C. 1.b. or 1.01 C. 3.
- L. 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 L. 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 L. 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.
- M. The parties agree that, with regard to delay damages, ORDA 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.
- N. Remedies Exclusive: With respect to extra/additional costs and delay damages, the parties agree that ORDA 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 ORDA by the Contractor on account of any extra/additional work or for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that ORDA'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

SECTION 01 21 01
ALLOWANCES – SINGLE PRIME

Part 1 – GENERAL

1.1 SCOPE

A. Definition and Purpose: Allowances have been established to provide controlled cost of certain project requirements which cannot be completely described in the Contract Documents but which are required in construction. The cost of all allowances indicated in the Contract Documents shall be included in the Base Proposal.

B. Types of Allowances

1. Field Order Allowance: The Contractor shall include as part of the base proposal, a lump sum allowance in the amount stated for additional work to accommodate field changes and/or additional work required. The Field Order Allowance shall be used only as directed by the Owner's Representative for the Owner's purposes, and only by means of a Field Order which shall designate amounts to be charged to the Field Order Allowance.
 - a. The Field Order Allowance shall include all labor, materials, overhead and profit. Refer to Section 012000 Cost Computations for allowed overhead and profit and to the General Conditions Article 25.9 Allowances.
 - b. The value of the Field Order Allowance may be increased with a Change Order or the incorporation of credit proposals from the Contractor.
 - c. At time of project closeout, unused amounts remaining in Field Order Allowance shall be credited to the Owner by Change Order.
2. Cash Allowance: The Contractor shall include as part of the base proposal, a lump sum allowance in the amount stated for specific items which shall be covered under the Cash Allowance. Cash allowances will not have a corresponding "Unit Price". Unless specifically included in the description, cash allowances excluded the labor to install the materials, services, equipment, etc. covered by the cash allowance. The latter is part of the Contractor's base proposal.

1.2 SCHEDULE OF ALLOWANCES

- A. Field Order Allowance: Contract (WFM.21.007.001) – Single Prime Contract
1. Field Order Allowance SP-1: Allow the amount as identified in the Proposal Submittal Price Form for work ordered in accordance with Section 012100 1.1-(B) 1.
 2. Allowance shall be included into the Base Proposal as per the Proposal Submittal Price Form.
Base Proposal (Proposal Item No. 1 + Allowance No. 1)
- B. Cash Allowance: Contract (WFM.21.007.001) – Single Prime Contract
1. Allow the amount as identified in the Proposal Submittal Price Form for Spare Parts and Specialty Tools in accordance with Section 012100 1.1-(B) 2.
 2. Allowance shall be included into the Base Proposal as per the Proposal Submittal Price Form.
Proposal* = Proposal Item + Cash Allowance

**When both Field Order Allowance and Cash Allowance are used then the*

Base Proposal = Item 1- All Work Except Allowances + Item 2 - Field Order Allowance + Item 3 - Cash Allowance

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 EXAMINATION

- A. The allowance amounts listed in the specifications shall be included in the base bid.
- B. Allowances shall be administered under the direction of the Project Management Team.
- C. Allowances application and adjustment shall be in accordance with Sections 01 20 00 Cost Computations, 01 29 77 Measurement and Payment Standards and 01 50 00 Change Orders.

End Section

SECTION 01 31 13
PROJECT SCHEDULE

PART 1 GENERAL

1.1 RELATED DIVISION 1 DOCUMENTS AND REQUIREMENTS SPECIFIED ELSEWHERE

- A. Section 01 10 01 Scope of Work – Single Prime

1.2 SUMMARY

- A. This section proves procedural requirements to plan, schedule, and document the progress of the project, and predict and prevent delays to established activities and milestones during performance of the WORK.
- B. Bid Milestones as defined and incorporated into this Section 01 31 13.

1.3 DEFINITIONS:

- A. Activities/Tasks: Specific to a CONTRACTORS Work which adequately represent the project scope. It shall include durations as defined in workdays and shall have Resources assigned to it.
- B. Project Work Plan: A comprehensive list of Contractor tasks, predecessors, durations, resources required to develop the Project Schedule.
- C. Project Team: Persons acting on behalf of the OWNER and CONTRACTORS in an effort to successfully plan, schedule, and coordinate the Work of the Project.
- D. Project Schedule: A list of activities/tasks, sequencing projected start and finish dates and resource allocation required to successfully complete the Work by the Project completion date. Project Schedule shall include the work of all Prime Contractors and all Subcontractors and shall have been agreed to by all parties.
- E. Project Completion Date: The date as set forth in 00 01 14 Notice to Bidders: *Schedule of Important Dates and Times*.
- F. Milestones: As defined in General Conditions Section 2.
- G. Bid Milestones: A significant start or completion date of a particular set of activities, as set forth in this section and as a requirement of the Contract to achieve the Project Completion Date.
- H. Float: The measure of latitude in starting and/or completing an activity without impeding on the successful realization of Project milestones.
1. Float time is not for the exclusive use or benefit of either the OWNER or the CONTRACTOR but is a jointly owned expiring Project resource. Float is available as needed to meet scheduled milestones and the Project Completion Date. Recognizing float within or among activities does not permit the CONTRACTOR to disrupt progress or delay completion of an activity or milestone.
- I. Resources: Labor, material or equipment, shared or exclusive, required for the completion of an Activity or the Work, which recognizes an associated cost.
1. When the delivery of Resources is required for the purposes of this section it is requiring the following:
- a. Labor loading schedule, indicating the trades required and quantity of each to achieve the Project Schedule.
- b. Material delivery schedule, indicating the major pieces of equipment with a value of more than \$1,000 or any material with a delivery period of greater than 2 weeks.
- c. Equipment schedule, indicating any piece of equipment which is not owned the CONTRACTOR and shall be either rented or sub-contracted out to achieve the milestones and activities set forth in the Project Schedule. Equipment that is incidental to the project is not required to be

shown here.

- d. Subcontractor work is required to be shown in resource loading, and shall include the work of all subcontractors regardless of contract value or duration of work.

J. Subcontractors: Refer to General Conditions Article 6.

K. Time is of the Essence: Refer to General Conditions Article 13.1.3

L. Work Progress: The progress that each CONTRACTOR is completing throughout the duration of the project as measured in accordance with every task listed on the Project Schedule.

M. Novel Coronavirus Coordination: Contractors shall review, administer and manage schedules of work to ensure coordination of work with compliance to all Novel Coronavirus guidelines and requirements.

1.4 PROJECT SCHEDULE:

A. FOR ALL CONTRACTS:

1. Each Prime CONTRACTOR shall provide schedule in accordance with General Conditions Section 2.9 *Initially Acceptable Schedule*. This schedule shall incorporate the activities and milestones set forth in this section *Project Schedule* and shall be detailed in accordance with SUBMITTALS 1.5.
2. FOR MULTIPLE PRIME CONTRACTS: If specified in Section 01 10 01 Scope of work that the project is a multiple prime contract the following procedures are set forth to establish the Project Schedule. The General Trades Contractor shall compile a critical path schedule with the schedule provided by each CONTRACTOR as detailed in paragraph 1.4.A.1. A scheduling meeting shall then be held within five working days' with the ENGINEER and OWNER to review each predecessor and successor as well as each activity and milestone to insure the project can be delivered on time.
 - a. All Contractors shall prepare and submit a resource loading chart in agreement with the Project Schedule.
 - b. Novel Coronavirus Coordination shall be fully employed.
 - c. All CONTRACTORS shall sign the SCHEDULE AGREEMENT FORM found at the end of this section.

3. Time is of the essence for this contract.

1.5 SUBMITTALS

A. SCHEDULE SUBMITTALS

1. All schedules shall be submitted in electronic format using Microsoft Project or another industry standard scheduling software.
2. Each schedule shall show the durations for submittal periods, material and equipment lead times for all equipment with a delivery period longer than two weeks.
3. Each schedule shall reflect the predecessors and successors relevant to achieve the intended schedule.
4. Each schedule shall include milestones as set forth in this section.

B. RESOURCE LOADING SUBMITTAL

1. Resource loading includes labor, material, equipment and subcontractors required to complete each activity/task of the Project Schedule.

1.6 MONITORING THE PROJECT WORK PLAN

A. WEEKLY PROGRESS MEETINGS

1. The progress toward achieving the Project Schedule will be discussed at every weekly project meeting or as otherwise directed by the OWNER based on the project needs.

2. Work Progress as it relates to the Project Schedule shall be updated two days prior to every meeting and submitted to the OWNER.
3. Any task progress which varies from the Project Schedule by +/- two (2) days as it relates to the start or finish for any activity shall be flagged on the project schedule.
4. CONTRACTORS shall be prepared to discuss the following as it relates to their WORK and the WORK of their subcontractors:
 - a. Actual Start of each task
 - b. Actual Finish of each task
 - c. In-progress activities for the next week
 - d. Any task progress which vary two (2) days + or - from the Project Schedule. If the work is behind by two (2) days, the CONTRACTOR shall refer to section 1.7 Maintaining Schedule.

1.7 MAINTAINING SCHEDULE

- A. Perform the Work in accordance with the Project schedule and providing resources necessary to maintain the progress of tasks and activities as detailed in the Project Schedule so that no delays are caused to other CONTRACTORS engaged in the work.
 1. Should any CONTRACTOR fail to maintain progress according to the Project Schedule or cause delay to another CONTRACTOR, that CONTRACTOR shall provide such additional manpower, equipment, additional shifts, or other measures, at their own cost, to bring their activities and tasks back on schedule.
 2. Performing Work out of sequence with the Project Schedule is not permitted unless written approval is obtained by the other CONTRACTORS affected and the OWNER prior to work commencing.

1.8 RECOVERY WORK PLAN

- A. When weekly updates indicate the Work is five (5) or more work days behind the approved Project Completion date, the CONTRACTORS shall present recovery options to the OWNER to be considered for incorporation into an updated Project Schedule. Such items shall include, but not limited to, allocating additional resources to reduce durations or modify activity sequencing. An updated schedule submitted for consideration must be approved by all CONTRACTORS and OWNER and a new Schedule Agreement signed by all parties. In any case, any modification to the schedule will not extend the Project Completion date as specified in the Contract Agreement.
- B. If a CONTRACTOR fails to provide recovery options within 10 calendar days subsequent to the identification of the schedule deficiency indicated in 1.8A, the OWNER will execute an updated Schedule for the CONTRACTOR to adhere.
- C. If the CONTRACTORS are unable to remedy a deficient SCHEDULE through the Recovery Work Plan process, the OWNER will exercise its rights and responsibilities accordingly.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used

SCHEDULE AGREEMENT

Project Title: _____
Project Number: _____
Date: _____

Prepared by: _____

Scheduled Name: _____ Schedule Date: _____ Schedule Version: _____

It is agreed that the Project Schedule as defined by the above listed reference is accepted for use in coordinating, scheduling, and monitoring the work of all related contracts.

LIFTS & TRAMWAY CONTRACTOR:

NAME (Print) SIGNATURE DATE

OWNER REPRESENTATIVE:

NAME (Print) SIGNATURE DATE

END OF DOCUMENT

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 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 01 10 00.

1.02 SECTION INCLUDES

- A. Submittal procedures.
- B. Proposed products list.
- C. Product data.
- D. Certificates.
- E. Manufacturer's instructions.

1.03 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.

1.04 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.
 - 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.

1.05 “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.

1.06 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 for information only.

1.07 SUBMITTAL PROCEDURES

- A. Transmit each submittal with accepted form.
- B. Sequentially number the transmittal form.
- C. Identify Project, Contractor, subcontractor, and supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver via E-Mail to project architect and CC project manager.
- F. For each submittal for review, allow (14) fourteen days.
- G. Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed Work.
- H. Provide space for review stamps.
- I. When revised for resubmission, identify all changes made since previous submission. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- J. Submittals not requested will not be recognized or processed.

1.08 PROPOSED PRODUCTS LIST

- A. Within two (2) days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.09 PRODUCT DATA

- A. Product Data: Submit to Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Owner, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 45 33
CODE-RELATED SPECIAL INSPECTIONS

PART 1 GENERAL

1.1 SUMMARY

- A. This section addresses the CONTRACTOR responsibilities as it relates to Special Inspections for this Project.

1.2 DEFINITIONS

- A. Special Inspections: Inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the Code that also require special expertise to ensure compliance with the Contract Documents. Special inspections are separate from and independent of tests and inspections conducted by the CONTRACTOR for the purposes of quality assurance and contract administration.
- B. Code or Building Code: (ICC 9IBC), 2015 Edition of the International Building Code with New York State supplement and specifically, Chapter 17 – Special Inspections and Tests.
- C. Authority Having Jurisdiction: Agency empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

1.3 OWNERS RESPONSIBILITIES

- A. The OWNER shall employ services of a Special Inspection Agent to perform inspections and associated testing and sampling indicated on the Schedule of Special Inspection Services.
- B. The OWNER and ENGINEER will provide a copy of the Schedule of Special Inspection Services prior to work commencing, if not included herein for CONTRACTOR use.
- C. Cooperate with agency and laboratory personnel; provide access to the work, to manufacturers' facilities, and to fabricators' facilities as required.
- D. Provide incidental labor and facilities:
- i. Safe access to work to be tested or inspected.
 - ii. Obtain and handle samples
 - iii. Facilitate tests or inspections
 - iv. Provide storage and curing of test samples
 - v. Provide certification and all other special inspections required with submittals.
- E. Notify OWNER, or designated representative, 48 hours in advance of expected time for operations requiring testing or inspection services.

1.4 CONTRACTOR RESPONSIBILITIES

- A. CONTRACTOR shall be responsible for timely notification of all work to be inspected.
- B. CONTRACTOR shall request list of Special Inspections if they did not receive it before the first progress meeting. Not having a copy of the required special inspections does not relieve the CONTRACTOR of their obligation to obtain a copy.
- C. The work of the Special Inspection Agent in no way relieves CONTRACTOR of obligation to perform their Work in accordance with requirements of Contract Documents.
- D. CONTRACTOR shall pay for the re-inspection of defective work performed by them.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION

3.1 Special inspections shall be indicated as continuous or periodic.

- A. Continuous special inspection: Special Inspection Agent shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
- B. Periodic Special Inspection: Special Inspection Agent shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work. The OWNER shall make the determination as to the frequency and duration of the Periodic Special inspection.

3.2 RETESTING

- A. Retesting required because of non-conformance to specified requirements shall be performed by the same Agency and paid for by the CONTRACTOR. Copies of all said reports must be submitted to the OWNER and reviewed by the ENGINEER for acceptance.
- B. Retesting required because the Agency was called to the site for inspection, but the CONTRACTOR was not ready will be paid for by the CONTRACTOR.

END OF SECTION

SECTION 01 5000
CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Change Order Procedure

1.2 Procedure for preparation of change orders

- 1.2.1 In accordance with Article 10 of the General Conditions the Owner may authorize changes in the work.
- 1.2.2 A Work Change Directive will be issued to the Contractor using Work Change Directive form, which will provide the Contractor with direction as it relates to a change in the work or a proposed change in the work.
- 1.2.3 Contractor shall follow directions as indicated on the form and provide pricing accordingly for Owner approval and future incorporation into a Contract Change Order.
- 1.2.4 Contractor shall respond to all Work Change Directives promptly.

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Definition: Product is any material purchased, stored and/or delivered to the site to be incorporated into the Work.
- B. Provide products of qualified manufacturers suitable for intended use. Provide products of each type by a single manufacturer unless specified otherwise.
- C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- D. Provide interchangeable components of the same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground and adequately protected from weather.
- E. CONTRACTOR shall insure all off-site stored products in a bonded off-site storage facility when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for OWNER inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Production Specified for One Manufacturer supported by the text “Memorandum of Standardization” are products that are approved for standardization by the Owner’s internal approval process for controlling product uniformity. No substitutions shall be entertained.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Owner will consider requests for Substitutions only within 5 days after date of Owner-Contractor Agreement. Requests for substitutions shall be made in a timely manner and in conjunction with the project schedule so as not to delay the project. Additionally, the substitution will only be considered when the Engineer is given adequate time to review the submittal and respond without negative impact on the Project Schedule.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 70 00
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Closeout procedures.
2. Final cleaning.
3. Protecting installed construction.
4. Project record documents.
5. Operation and maintenance data.
6. Manual for equipment and systems.
7. Product warranties.

1.2 CLOSEOUT PROCEDURES

1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's review.
2. Provide submittals to Owner that are required by governing or other authorities.

1.3 FINAL CLEANING

1. Contractor will execute final cleaning prior to final project assessment.
2. Interior to be broom clean.
3. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 PROTECTING INSTALLED CONSTRUCTION

1. Protect installed Work and provide special protection where specified in individual specification sections.
2. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.5 PROJECT RECORD DOCUMENTS

1. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed Shop Drawings, Product Data, and Samples.
 6. Manufacturer's instructions for assembly, installation, and adjusting.
2. Ensure entries are complete and accurate, enabling future reference by Owner.
3. Store record documents separate from documents used for construction.
4. Record information concurrent with construction progress, not less than weekly.
5. Specifications: Legibly mark and record at each product section a description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
6. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract Drawings.
7. Submit documents to Owner with claim for Final Completion.

1.6 OPERATION AND MAINTENANCE DATA

1. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
2. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
3. Contents: Prepare a Table of Contents for each part, with each product or system description identified, typed on white paper, in three parts as follows:
 1. Part 1: Directory, listing firm names, addresses, contact persons, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system and

subdivided by specification section. For each category, identify firm names, addresses, contact persons, 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 special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- 1) Shop drawings and product data.
 - 2) Certificates.
 - 3) Originals of warranties.
4. Submit draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Owner comments. Revise content of all document sets as required prior to final submission.
5. Submit two sets of revised final volumes, within 10 days after draft is returned by Owner.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Owner will review draft and return one copy with comments.
2. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
3. Submit two sets of revised final volumes in final form within 10 days after draft is returned by Owner.
4. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
5. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
6. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

7. Additional Requirements: As specified in individual product specification sections.

1.8 PRODUCT WARRANTIES

1. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work.
2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
3. Co-execute submittals when required.
4. Submit prior to final Application for Payment.
5. Time Of Submittals:
 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 2. Make other submittals within ten days after Date of Substantial Completion.
 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 78 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Project Record Documents
- 1.1.2. Warranties
- 1.1.3. Maintenance Manuals

1.2 SUBMITTALS

- 1.2.1 Project record documents shall be maintained and submitted to the Owner in accordance with General Condition's paragraphs 6.19; 14.8; and 14.12.
- 1.2.2 Warranties for all specification sections requiring them shall begin at the time of substantial completion and when the warranty has been delivered to the Owner in accordance with General Conditions paragraph 14.12.
- 1.2.3 In accordance with the specifications, contractor shall supply operating and maintenance manuals, clearly marked and tabulated for easy reference. Contractor shall provide two copies of each manual before their final application of payment in accordance with General Conditions paragraph 14.12

END OF SECTION

**High Speed Detachable Quad Chairlift
Whiteface Detachable Quad – Bear Den to Legacy Lodge**

**Section 14 5050
Technical Specification**

1.1 Project Description

The New York State Olympic Regional Development Authority and the Whiteface Mountain Ski Area, herein in after referred to as the Owner, seek proposals from qualified Proposers to furnish and install a high speed detachable Quad Chair lift with a design capacity of 2,000 persons per hour (pph), maximum speed of 1,000 feet per minute and with a sufficient quantity of chairs supplied for an initial / final capacity of 2,000 pph. A mid terminal shall be included where the lift line rotates to the right. A drive terminal operator house, return terminal operator house and a mid terminal operator house shall be included in the bid.

The successful Proposer for the project shall provide the required final proprietary system design engineering, design engineering certification, construction engineering, construction engineering certification, manufacturing, quality control, and turn-key construction/installation/start-up and commissioning and regulatory testing for the Project.

All equipment supplied by the Proposer shall be new with warranties as specified in Section 4.

Owner may assign their engineer to the project to work in conjunction with the Proposer's project manager and construction engineer to assure that the installation is done in accordance with the Owner's design engineer's specifications and those published specifications of Authorities having Jurisdiction over the project.

1.2 Information Required From Proposers

The RFP requires that all Proposers provide, at a minimum, the following information in their proposal:

The Lift System shall comply with ANSI B77.1-2017 and NYS Code Rule 32. Vendors shall provide Engineering package for submittal to NYS Department of Labor stamped by a NYS Licensed Engineer. Approvals are required before Final Payment. See Compensation Section for details.

1. Description of the equipment supplied
2. Description of the services provided
3. Warranties provided
4. Details of technical assistance, training and operational start-up assistance
5. Spare parts and specialty tools provided with the Lift
6. References of Lift installations for the last five years
7. Technical specifications for all major components supplied
8. Estimated Profile, with final profile provided after survey, of the proposed Lift installation showing:

- A. Number of line towers
 - B. Location of line towers
 - C. Height of line towers
 - D. Number of sheave trains
 - E. Number of Chairs at initial / final capacity
 - F. Diameter of Haul Rope
 - G. Capacity and Speed of the Chair System
 - H. Location and length of the drive terminal
 - I. Location and length of the tension terminal
9. Line tower foundation drawing (typical)
 10. Terminal foundation drawing (typical)
 11. Bedrock is at or near the surface in many locations in the Whiteface Mountain Intensive use area.
 12. Grip drawing and Maintenance Manual describing inspection procedures.
 13. Schematics of electrical control system.
 14. Completed "Proposal Submittal Price Form" including acknowledgment of Addenda's (as needed)
 15. Completed "Time Schedule Form"
 16. Completed "Payment Schedule Form"
 17. All required documents as detailed in the Instructions to Proposers and Information to Proposers.

2.0 Chair Lift Primary Specification Overview

Type of Lift	Four Passenger Detachable Chair Lift
Design Capacity	2000 Person Per Hour (pph)
Initial / Final Capacity	2000 pph
Design Speed	1,000 feet per minute (m/min)
Top Terminal	44° 21' 34.80"N, 73° 52' 31.70"W
Mid Terminal	44° 21' 28.2"N, 73° 52' 17.7"W
Bottom Terminal	44° 21' 24.79"N, 73° 51' 35.59"W
Vertical Rise	719 Feet
Slope Distance	4382 Feet
Horizontal Distance	4251 Feet
Drive Location	To be determined
Rotation	To be determined
Downhill Capacity	2000 pph at 50% speed
Primary Power Unit	Variable Speed AC Drive or Direct Drive Option
Auxiliary Power Unit	Diesel, 110% Load at 80% Speed
Evacuation Power Unit	Diesel, 110% Load at 20% Speed
Towers	Galvanized
Crossarms	Galvanized
Sheave Trains	Galvanized
Haul Rope Type	Galvanized with Solid Core
Drive Operator House	Heated Insulated and Electric
Return Operator House	Heated Insulated and Electric

Midterminal Operator House	Heated Insulated and Electric
Ski & Groom Under / Drive Under (Roads & Parking Lots)	Entire Lift Line Ski Under – calculate height using 3 <u>feet of snow depth</u>

2.1 DRIVE TERMINAL

2.1.1 Primary Power Unit

The Primary Power Unit (PPU) for the lift shall be an AC Digital Regenerative Drive. The PPU shall be capable of handling a 100% design capacity load at 100% design speed in the uphill and down load directions. Motor shall be sized to fit the application of the lift at a minimum of 110% of the designed theoretical load.

The PPU shall be capable of continuous operation in a wide range of temperature and humidity conditions. Temperature extremes vary from –40°F (wind chill –100) in winter operation to 95°F in summer operation.

Each Proposer shall identify the manufacturer, the model and the size of the electric motor and the drive controller specified in the proposal. Additionally, the Proposer shall specify the required horsepower, the supplied horsepower and the safety factor of the motor specified in the proposal.

Proposer shall provide the Main Disconnect and the Distribution Panel(s). With the additional availability of 200 Amps and include three 60 Amp 3-pole 480 volt breakers.

2.1.2 Auxiliary Power Unit

The Auxiliary Power Unit (APU) shall be a diesel engine capable of handling a 110% design capacity load at 80% design speed in the uphill and downhill directions.

The drive system must be capable of continuous operation in a wide range of temperature and humidity conditions. Temperature extremes vary from –40°F (wind chill –100 °F) in winter operation to 95°F in summer operation.

The APU shall be equipped with a Cummins diesel engine. ORDA maintains a Memorandum of Standardization for Cummins diesel engines for Lift Operations, therefore no substitutions shall be entertained or accepted. Proposers shall specify the model number and the horsepower of the APU Cummins diesel engine.

The engine shall be supplied with a block heater to allow proper starting with ambient temperatures of –40°F.

The APU engine control panel shall have indicators for engine rpm, oil pressure, oil temperature, water temperature, battery voltage and battery current visible at the engine and at the operator's station.

The fuel tank supplied will have a minimum capacity of 12 continuous hours of operation. Fuel tank and fuel system shall fully comply with NYS Petroleum Bulk Storage Regulations jurisdictional at the venue.

2.1.3 Evacuation Power Unit

The lift shall have an Evacuation Power Unit (EPU) with evacuation diesel engine capable of clearing a 110% design capacity load at 20% design speed.

The EPU shall be capable of operating the lift under the same conditions as the primary power unit. The engine shall be supplied with a block heater to allow proper starting with ambient temperatures of -40°F.

The EPU shall be equipped with a Cummins diesel engine. ORDA maintains a Memorandum of Standardization for Cummins diesel engines for Lift Operations, therefore no substitutions shall be entertained or accepted. Proposers shall specify the model number and the horsepower of the EPU Cummins diesel engine.

The evacuation diesel will be equipped with manual speed control system with an automatic throttle governor to prevent overspeed of the engine.

The evacuation engine control panel shall have indicators for engine rpm, oil pressure, oil temperature, water temperature, battery voltage and battery current visible at the engine and at the operator's station.

The auxiliary fuel tank will provide fuel for the evacuation Power Unit.

Proposers shall specify clearly the method of operation of the evacuation drive, i.e., whether by independent, direct input into the gear reducer or by hydrostatic pump drive to a shared input.

2.1.4 Gear Reducer if required

The gear reducer will be one of proven design in current use in lifts of equivalent vertical and capacity as recommended by the Proposer. The Proposer will specify the manufacturer of the gear reducer, the size of the gear reducer, and the design service factor of the gear reducer.

The gear reducer will be equipped with an oil heater, thermostatically controlled. An external heater is acceptable.

The gear reducer will be equipped with oil cooling radiator and fans.

2.1.5 Braking Systems and Bullwheel Backstop

The braking systems provided with the proposed lift shall meet all applicable codes and load possibilities

The service brake shall be disc/caliper on gearbox input shaft – spring applied.

The emergency brake shall be caliper on bullwheel flange, spring applied.

The bullwheel backstop shall be caliper on bullwheel flange, spring applied.

Each Proposer will consider in their lift design, the controlled braking response required to provide a satisfactory deceleration ramp with the 110% uphill loading conditions and/or 110% down loading. The Proposer will consider that the load may be 110% uphill / 110% downhill, and/or 0% uphill / downhill at any given time in the normal operation of the lift. The adjustment of the braking systems shall be capable of providing a smooth controlled stop in any of these conditions or any combination of these conditions.

Additionally, each Proposer shall consider in their design provision for the braking systems to work in the APU and evacuation diesel mode (without benefit of regenerative AC drive) with similar controlled braking response as when in the primary electric mode.

2.1.6 Drive Terminal Enclosure

A complete enclosure shall be provided to protect the drive equipment. Proper heating, lighting and convenience outlets shall be provided so as to provide sufficient light and heat for maintenance personnel. Proposers shall provide pictures of the proposed terminal enclosure design.

Owner reserves the right to select final paint, color schemes, logos and text for lift identification for the outside of the terminals.

The terminal enclosures shall be of metal construction designed to operate in the environment as described in 2.1.1 and shall be fully enclosed. The bullwheel shall be protected from ice and snow infiltration and have Semperit Liners.

There shall be work platforms/catwalks on the incoming and outgoing sides of the terminals.

Machine guarding shall be provided in the terminals around all moving equipment.

Inclined access ways to enter the terminal shall be provided.

A trolley/gantry/chainfall lifting device shall be incorporated in the drive terminal design and be of a design and capacity to allow removal of all major components to a point outside the terminal where they can be lowered to the ground.

2.1.7 Tension System

The tension system shall be hydraulic providing sufficient travel so as to preclude the necessity of re-splicing the haul rope during the first operating season.

Proposers shall specify the manufacturer of the tension system provided and shall specify the operating tension of the haul rope in the proposal.

2.1.8 Return Terminal

Proposers shall provide pictures and layouts of proposed Return Terminal design. The terminal enclosures shall be of metal construction designed to operate in the environment as described in 2.1.1 and shall be fully enclosed. The bull wheel shall be protected from ice and snow infiltration.

Owner reserves the right to select final paint and color schemes for the outside of the terminals.

A trolley/gantry/chainfall lifting device shall be incorporated in the return terminal design and be of a design and capacity to allow removal of all major components to a point outside the terminal where they can be lowered to the ground.

2.1.9 Drive Terminal Operator House

Operator's enclosure shall have an approximate footprint of approximately 150 sq feet with two rooms and shall include the following at the minimum (see attached sketch):

- Operable locking door, 36 inches x 80 inches.
- Thermal glazing with full view of loading area.
- Electric Heaters
- Electric LED Lights
- Operator House Desk
- Convenience Receptacles, four (4) min.
- Partition and adequate cooling for AC Drive
- Operators Machine Controls for Drive Station

Includes:

- o Incoming Fixed Mount
- o Outgoing Fixed Mount
- o In drive terminal

2.1.10 Return Terminal Operator House

Operator's enclosure shall have a minimum net, footprint of approximately 95 square feet, it shall include the following at the minimum:

- Operable locking door, 36 inches x 80 inches.
- Thermal glazing with full view of unloading area
- Electric Heaters
- Electric LED Lights
- Operator House Desk
- Convenience Receptacles, four (4) min.
- Operators Machine Controls for Return Station

Includes:

- o Incoming Fixed Mount
- o Outgoing Fixed Mount

2.1.20 Mid Terminal Operator House

Operator's enclosure shall have a minimum net, footprint of approximately 95 square feet, it shall include the following at the minimum:

- Operable locking door, 36 inches x 80 inches.
- Thermal glazing with full view of unloading area
- Electric Heaters
- Electric LED Lights
- Operator House Desk
- Convenience Receptacles, four (4) min.

- Operators Machine Controls for Return Station

Includes:

- o Incoming Fixed Mount
- o Outgoing Fixed Mount

2.3 LINE EQUIPMENT

2.3.1 Line Towers

Line towers shall be fabricated from tubular galvanized steel, will be placed on their foundations by the use of anchor bolts and shall comply with all applicable codes.

Line towers will have ladders, constructed of steel, on the uphill side of the tower that extend from the level of the cross arm to 18" above ground level.

Line towers will include "ski tip deflectors" on the uphill line side.

Proposers shall show by means of a preliminary profile the number of towers, the proposed height of the towers and the sheave train assemblies per tower.

Towers shall be of an elevation to allow for ski and groom under on ski slopes and for drive under where crossing parking lots and roadways. There shall be no towers placed in the parking lots or roadways.

2.3.2 Crossarms

Crossarms with lifting frames fabricated from structural tubing shall be installed on each tower.

The crossarm lifting frames shall be capable of lifting and supporting the haul rope with a fully loaded line for the uphill and the downhill ropes.

Each crossarm shall have catwalks that shall be provided on the uphill and downhill sides of the crossarm. The crossarm walkways shall be equipped with handrails and toe kicks. Tie-off points for safety lanyards shall be provided and specified in the Lift Manual.

The crossarms, the lifting frames, and the crossarm walkways and handrails shall be galvanized.

2.3.3 Sheave Trains

The sheave assemblies shall be adjustable in six (6) directions using screw adjustments.

Sheave assemblies shall be galvanized with Semperit Liners.

Sheave train walkways shall be provided on all sheave trains containing more than four (4) sheaves.

The sheave wheels in the sheave trains shall have a solid round liner. ORDA maintains a Memorandum of Standardization for Semperit sheaves, therefore no substitutions shall be entertained or accepted. Proposers shall specify the type of bearings and bushings utilized in the proposed sheave trains.

2.4 Haul Rope

The haul rope shall be a European manufactured, galvanized, Solid Core Haul Rope. Proposers shall specify in the proposal the haul rope diameter, nominal breaking strength, the grade, the construction and the finish.

Wire rope certification and breaking strength test certification will be provided to Owner by the Proposer at least two weeks prior to the project's Acceptance Test Date.

The haul rope splicer will be certified by the rope manufacturer to splice their haul ropes and will have a proven track record. Owner retains final approval of the haul rope splicer.

Pull down weights/rigging shall be located under compression towers.

2.5 Grips

The design, reliability, ease of maintenance and long term performance of the grip is critical to the Owner's operation. The grip shall have a demonstrated ability to operate in all weather conditions including wind and icing.

The grip shall have been subjected to static and dynamic testing to loadings as specified in ANSI B77.1 – 2017. Proposers will provide a detailed grip inspection procedure from their Maintenance Manual with their proposal.

Owner Maintenance Personnel possess NDT Level I Mag Particle Certification and shall perform routine annual NDT inspections. Anomalies will be sent to manufacture for determination of anomaly.

2.6 Lift Chairs/Hangers – Four (4) Passenger Chairs

Proposers shall specify the design, construction and number of Chairs proposed. At a minimum the Chairs shall include the following:

- Galvanized Hangers
- Kid Stops
- Foot Rest
- Finishes
 - Galvanized
 - Seat pad

Proposer to provide one (1) maintenance "Work Chair". Work Chair shall be OSHA compliant.

2.7 Spare Parts

Owner intends to maintain an on-site working inventory of spare parts for the lift. Proposers shall provide the dollar value and a parts itemization of electrical and mechanical spare parts that are included in their proposal. Additionally, Proposer is requested to list the spare parts they recommend for inventory by Owner. Vendor shall supply a \$100,000.00 spare parts and tool allowance in their proposal as specified in Section 01 21 00 Bid Form.

Proposers are requested to specify in their proposal their procedure for crediting Owner when spare parts from Owner's inventory are installed by Owner during the warranty period.

2.8 Specialty Tools

Owner recognizes that each prospective lift manufacturer has certain specialty tools that facilitate the maintenance procedures on their individual lifts. Owner requests that each Proposer include a list of all the required specialty tools to facilitate these maintenance duties in their proposal. Proposers are requested to individually list the tools provided.

2.9 Manuals, Prints, Drawings, Schematics, Documentation

No less than four (4) copies of maintenance, procedure and parts manuals, prints, drawings, schematics and any other pertinent documentation related to the maintenance, operation or troubleshooting of the lift or any of its components shall be delivered to Owner prior to final acceptance.

SECTION 3 ELECTRICAL SPECIFICATIONS

Owner will provide transformer with requested power requirements at each terminal and run the secondary cables from the transformer into the vendor provided main distribution panel. The Proposer shall supply all other electrical equipment and wiring in their proposal.

The Proposer shall supply and install the electrical equipment and all wiring in accordance with all applicable codes.

3.1 Drive Motor

Proposers shall specify in their proposal the model, manufacturer, rpms, service factor and horsepower of the motor to be provided.

Direct Drive system options may be considered.

3.2 Drive Motor Controller

Proposers shall specify in their proposal the manufacturer, make and model of the drive motor controller to be provided. Venue prefers ABB Drives.

3.3 Communications Line

The communications line shall consist of a minimum of one run of 37 pair figure-8 communications cable, minimally 19 gauge copper wire, conforming to REA PE-38.

Included shall be one run of 48 strand Single Mode Fiber Optic figure-8 cable for lift communication and future mountain communications. All 48 strands are to be terminated and tested at all operator buildings (Drive Operator House and Return Operator House). Owner will provide Boxes/Racks for terminations.

The messenger strand wire to support the communications line will be 3/8" diameter (diameters less than 3/8" shall not be acceptable). The messenger strands shall be secured at two points on the crossarm designed for the attachment of the communication line messenger strand. The messenger strand shall be bonded and grounded at each tower.

Proposer will supply and install the communication line using approved weather boots with the boots installed on the downhill side of the cross arm. Wind twists will be installed in the communication line between each tower.

Provisions shall be incorporated in the cross arm design to permit installation of a second communications line in the future.

Owner requires 12 spare pairs of copper communication Line for internal communication requirements.

3.4 Tower Safety System

Proposers will detail the design of the proposed tower safety circuit system in their proposal including the manufacturer and model number of the cable position sensors.

Each tower shall be independently wired to provide individual fault. The fault detection circuit shall be capable of latching circuits to facilitate troubleshooting. Fault annunciation shall be displayed specific as to the location and source of the fault.

Brittle bars shall be of metallic breakaway design.

RPD's shall be four (4) wire models.

3.6 Safety and Control Circuits

All safety and control circuits shall be designed to meet applicable codes.

An annunciation will indicate the status all fault indicators used in the lift's operation at all times. Annunciation will be provided at the drive terminal machinery room, the drive operator lift house and the return operator lift house.

Proposers will specify the annunciation level provided in their proposal and their location.

All wire terminations and relays shall be labeled or numbered in a manner consistent with the schematic diagrams. All push buttons, limit switches, and other electrical devices shall be labeled according to their functions.

3.7 Programmable Logic Controller or Equivalent

The programmable logic control or equivalent provided in the lift control system shall be from a manufacturer capable of providing immediate domestic off-the-shelf availability of hardware and or software. Owner prefers PILZ PLC's but will consider similar units by other manufacturers. Proposer proposals shall specify the make and model of PLC or similar device included in their proposal.

The use of a dedicated set of batteries, with a charging device, to back-up the drive control system is required including annunciation if the batteries are insufficiently charged to power the system.

A VPN Gateway device shall be included for remote assistance in trouble shooting.

3.8 Grounding

All grounding shall comply with the requirements of applicable codes.

Proposers shall provide a primary electrical ground point at each terminal including grounding back to the transformer at the drive terminal and return terminals.

All control cabinets and control circuits shall be grounded back to the main control panel, and its primary grounding point.

Each line tower shall be grounded, and the communications line messenger cable shall be mechanically bonded at each tower.

SECTION 4: WARRANTIES

Owner will carefully evaluate the value of the warranties as provided by each Proposer in their proposal. The minimum acceptable warranty period is two years or 3,000 hours of operation whichever comes first. The two year warranty period will begin after the punch-list items have been completed.

Proposers are advised to be specific in their proposals about the warranties provided.

At a minimum, Proposers shall specify the warranty period for the following major components:

1. Gear reducer
2. Haul rope
3. Splice and rope stretch
4. Drive
5. Motor(s)
6. Evacuation diesel
7. Sheave trains
8. Grips
9. Electronic equipment

SECTION 5: INSTALLATION

The Proposer shall provide all construction supplies, equipment, tools, and personnel, as required for a "turnkey" installation. Proposer is responsible for all SWPPP work required for the construction of the lift. All expenses for lodging and other personal trade related expenses are the full and total responsibility of the proposer.

5.1 Required submittals prior to installation

Prior to beginning installation construction, the Proposer will be required to provide documents and drawings for the proposed lift for inspection and approval by the State of New York.

The required drawings and design calculations as required for project approval by the State of New York shall be submitted to Owner Sixty (60) days prior to the date the Proposer intends to start installation construction. Installation construction will not begin without project approval by the State of New York.

5.2 Installation Project Management

Thirty (30) days prior to beginning installation construction, the Proposer will be required to provide a detailed construction and equipment delivery schedule for the proposed lift to the General Manager of Owner and the OWNER engineer.

To help ensure a successful project, Owner will require a weekly construction meeting to maintain communication between the Proposer and the area with respect to the critical path tasks each must accomplish to complete the project on schedule.

Owner reserves the right of final approval of the Proposer's Project Manager.

5.3 Installation Access

Owner will reserve the right to determine vehicle access to all terminal and tower sites. The Proposer will honor Owner's access decisions and provide means of completing the project on schedule despite any limitations on access to terminal or tower sites.

Mountain four-wheel drive access is available to all terminals.

No access to lift line is available for road vehicles. Installer will be required to repair any erosion caused by their traveling on lift line.

5.4 Installation/On-Site Labor Wages

Proposers are expected to calculate the installation project pricing using the New York State Prevailing Wages. Proposers will be expected to be in compliance with these guidelines at all times when working at Owner. Trade determinations are the responsibility of the Proposer.

5.5 Owner Responsibilities

1. All permits, licenses, authorizations and building permits.
2. Provide transformer with requested power requirements and install secondary cables from transformer to main distribution panel at top and bottom Terminals.
3. Staging and outside storage areas.
4. Labor and Materials for load test.
5. Concrete wash out.

5.6 Soil Information

While there has been no Project specific soil investigation performed, the Custom Soil Resource Report for Essex County, New York is provided as Exhibit B. This document is the total amount of soil investigation information which shall be supplied by the Owner for this Project. Proposers shall conclude that the Project will require full mass based foundation systems to support the towers and terminals, unless location specific geotechnical exploration and engineering is

conducted by a NYS Registered Professional Geotechnical Engineer which establishes other recommendations.

SECTION 6: TRAINING & TECHNICAL ASSISTANCE

Proposers are required to specify the term and scope of operational, mechanical and technical training.

SECTION 7: SITE INSPECTION

Owner's Alternate Contact will be available, with a minimum of 48 hour prior notice to tour the intended construction sites.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

ORDA

David Trudeau, Project Manager
2634 Main St.
Olympic Center
Lake Placid NY 12946

Schedule Year 2021 through 2022
Date Requested 03/21/2022
PRC# 2022003005

Location Whiteface Mountain
Project ID# WFM.21.007.001
Project Type Provide a Detachable Quad Chair Lift System

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. 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

PLAN ROOM COPY NOT FOR BIDDING

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

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 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 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

ORDA

David Trudeau, Project Manager
2634 Main St.
Olympic Center
Lake Placid NY 12946

Schedule Year 2021 through 2022
Date Requested 03/21/2022
PRC# 2022003005

Location Whiteface Mountain
Project ID# WFM.21.007.001
Project Type Provide a Detachable Quad Chair Lift System

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (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 12240

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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, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

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.

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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)

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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.

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:**
www.labor.ny.gov

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) 568-5156		

* 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: _____

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Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

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

Essex County General Construction

Boilermaker

03/01/2022

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2021

Boilermaker \$ 38.59

SUPPLEMENTAL BENEFITS

Per hour

07/01/2021

Journeyman \$ 25.10
+ 1.24*

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

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour

07/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th
18.79	18.79	19.71	20.61	21.50	22.40	23.31	24.20
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

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

1-197

Carpenter - Building

03/01/2022

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour:

07/01/2021

07/01/2022

07/01/2023

07/01/2024

Additional

Additional

Additional

Carpenter	\$ 28.14	\$ 1.42	\$ 1.27	\$ 1.00
Floor Coverer	28.14	1.42	1.27	1.00
Carpet Layer	28.14	1.42	1.27	1.00
Dry-Wall	28.14	1.42	1.27	1.00
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver-Dry Day	29.14	1.42	1.27	1.00
Diver Tender	29.14	1.42	1.27	1.00

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.19

OVERTIME PAY

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

* Note - Saturday is also payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

ALL APPRENTICES indentured prior to 01/01/2016

Wages per hour (One year terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.06	\$ 12.06	\$ 14.66	\$ 14.66
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CARPENTER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 12.06	\$ 12.06	\$ 14.66	\$ 14.66	\$ 14.66
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PILEDRIIVER/DOCK BUILDER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th
55%*	60%*	70%*	80%*

*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour:

\$ 12.06	\$ 12.06	\$ 14.66	\$ 14.66
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LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.06	\$ 12.06	\$ 14.66	\$ 14.66
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ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

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

2-291B-Cli

Carpenter - Building / Heavy&Highway

03/01/2022

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: 07/01/2021

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface \$ 32.08

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.20

OVERTIME PAY

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

HOLIDAY

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

Notes:

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

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 12.15
2nd year term	12.15
3rd year term	14.80
4th year term	14.80

2-42AtSS

Carpenter - Heavy&Highway

03/01/2022

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2021

Carpenter \$ 34.52

Piledriver	34.52
Diver-Wet Day	59.52
Diver-Dry Day	35.52
Diver-Tender	35.52

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.80

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. Employee must work scheduled work day before and after the Holiday.

REGISTERED APPRENTICES

ALL APPRENTICES indentured prior to 01/01/2016

Wages per hour (One year terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.02	\$ 12.02	\$ 14.62	\$ 14.62
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CAPRENTER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 12.02	\$ 12.02	\$ 14.62	\$ 14.62	\$ 14.62
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PILEDRIIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.02	\$ 12.02	\$ 14.62	\$ 14.62
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

Electrician

03/01/2022

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/2021	04/01/2022 Additional
Electrician	\$ 37.00	\$ 1.65
Teledata	37.00	
Welder	39.00	

NOTE: Additional premiums for the following work listed:

- Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.
- Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

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%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 21.83
	*plus 5.75% of gross wage

* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyman's wage.

	1-1000 45%	to 2000 50%	to 3500 55%	to 5000 60%	to 6500 70%	to 8000 80%
Electrician	\$16.65	\$18.50	\$20.35	\$22.20	\$25.90	\$29.60
Tunnel	\$18.15	\$20.00	\$21.85	\$23.70	\$27.40	\$31.10

SUPPLEMENTAL BENEFITS per hour:

	07/01/2021
Appr 1st & 2nd term	\$ 10.52 * plus 5.75% of gross wage
Appr All other terms	\$ 21.83 * plus 5.75% of

gross wage

* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

Elevator Constructor

03/01/2022

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour

07/01/2021

01/01/2022

Mechanic

\$ 49.10

\$ 50.78

Helper

70% of Mechanic
Wage Rate

70% of Mechanic
Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2021

01/01/2022

Journeyman/Helper

\$ 35.825*

\$ 36.885*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

1-35

Glazier

03/01/2022

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2021	5/01/2022 Additional
Glazier Base Wage	\$ 30.85	\$ 1.75
	+ additional \$3.60 per hour for all hours worked	
High Work Base Wage*	33.15	1.50
	+ additional \$3.60 per hour for all hours worked	

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 20.46
Journeyman	
High Work	26.46

OVERTIME PAY

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

Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:	ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT
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HOLIDAY

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

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.60 per hour for all hours worked for all terms			

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

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.60 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.79
2nd-4th term	20.46
Apprentice High Work	
1st term	20.09
2nd-4th term	26.46

1-201

Insulator - Heat & Frost

03/01/2022

JOB DESCRIPTION Insulator - Heat & Frost
ENTIRE COUNTIES

DISTRICT 1

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour 07/01/2021

Asbestos Worker*	\$ 37.12
Insulator*	37.12
Firestopping Worker*	31.55

(*)On Mechanical Systems only.

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

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 23.20

OVERTIME PAY

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

*B1=Double time begins after 10 hours on Saturday

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices \$ 23.20

1-40

Ironworker

03/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Perth, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

WAGES

Wages 07/01/2021
Per hour

Ornamental	\$ 32.65
Reinforcing	32.65
Rodman	32.65
Structural & Precast	32.65
Mover/Rigger	32.65
Fence Erector	32.65
Stone Derrickman	32.65
Sheeter	32.90
Curtain Wall Installer	32.65
Metal Window Installer	32.65

SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPERSON \$ 30.49

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

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

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

Shift Starting 4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%
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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.

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2021
1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.20
Supplemental Benefits per hour worked	
1st year	\$ 11.50
2nd year	22.92
3rd year	24.54
4th year	26.18

1-12

Laborer - Building

03/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP A: All Laborers (except as noted)
GROUP B: Asbestos & Hazardous Waste Work.
GROUP C: Solar/Wind projects*

Per hour:	07/01/2021	07/01/2022	07/01/2023	07/01/2024
		Additional	Additional	Additional
Group A	\$ 25.58	\$ 1.15	\$ 1.25	\$ 1.25
Group B	27.08	1.15	1.25	1.25
Group C	26.08	1.15	1.25	1.25

* Applies when performing delivery handling and site readiness for all solar panel and wind turbine projects, whether on land or water.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.34

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour:

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs 60%	1,001-2,000 Hrs 70%	2,001-3,000 Hrs 80%	3,001-4,000 Hrs 90%
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SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822ew

Laborer - Heavy&Highway

03/01/2022

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & Power Unit, Pusher Type Concrete Saw and All Other Gas, Electric, Oil, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour: 07/01/2021

GROUP A	\$ 27.07
GROUP B	27.27
GROUP C	27.47
GROUP D	27.67
GROUP E	29.77

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 27.05

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. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's GROUP B wage.

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822/2h

Laborer - Tunnel

03/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

GROUP A: General Laborer

GROUP B: Change Houseman, Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, 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: Hazardous/Waste Work. Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

Per hour: 07/01/2021

GROUP A	\$ 30.25
GROUP B	30.45
GROUP C	32.75

NOTE: A single irregular work shift shall be paid an additional \$2.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 27.05

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 Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour:

Terms are at the following percentage of GROUP B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822T

Lineman Electrician

03/01/2022

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

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

07/01/2021

05/02/2022

05/01/2023

05/06/2024

Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Welder, Cable Splicer	54.70	56.00	57.40	58.90
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Cable Splicer	60.17	61.60	63.14	64.79
Certified Welder -				
Pipe Type Cable	57.44	58.80	60.27	61.85
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

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

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

Lineman, Tech, Welder	\$ 56.02	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	56.02	57.32	58.72	60.22
Cable Splicer	61.62	63.05	64.59	66.24
Certified Welder -				
Pipe Type Cable	58.82	60.19	61.66	63.23
Digging Mach. Operator	50.42	51.59	52.85	54.20
Tractor Trailer Driver	47.62	48.72	49.91	51.19
Groundman, Truck Driver	44.82	45.86	46.98	48.18
Equipment Mechanic	44.82	45.86	46.98	48.18
Flagman	33.61	34.39	35.23	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 57.21	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	57.21	58.51	59.91	61.41
Cable Splicer	57.21	58.51	59.91	61.41
Digging Mach. Operator	51.49	52.66	53.92	55.27
Tractor Trailer Driver	48.63	49.73	50.92	52.20
Groundman, Truck Driver	45.77	46.81	47.93	49.13
Equipment Mechanic	45.77	46.81	47.93	49.13
Flagman	34.33	35.11	35.95	36.85

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

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

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

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

6-1249a

Lineman Electrician - Teledata

03/01/2022

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 17.50

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 5.14

*plus 3% of
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

03/01/2022

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.

A Groundman/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/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.01)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 47.15	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	47.15	48.19	49.32	50.54
Certified Welder	49.51	50.60	51.79	53.07
Digging Machine	42.44	43.37	44.39	45.49
Tractor Trailer Driver	40.08	40.96	41.92	42.96
Groundman, Truck Driver	37.72	38.55	39.46	40.43
Equipment Mechanic	37.72	38.55	39.46	40.43
Flagman	28.29	28.91	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

1ST SHIFT 8:00 AM TO 4:30 PM REGULAR RATE

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

03/01/2022

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2021	01/02/2022	12/31/2023
Tree Trimmer	\$ 27.36	\$ 28.25	\$ 29.80
Equipment Operator	24.19	24.98	26.35
Equipment Mechanic	24.19	24.98	26.35
Truck Driver	20.15	20.80	21.94
Groundman	16.59	17.13	18.07

Flag person	12.50*	12.50*	13.03*
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*NOTE: Subject to change due to any minimum wage increases. Rate effective 12/31/2021: \$13.20

SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 9.98 *plus 3% of hourly wage	\$ 10.23 *plus 3% of hourly wage	\$ 10.48 *plus 3% of hourly wage
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* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

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

HOLIDAY

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

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

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

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

03/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2021

Tile/Marble/Terrazzo

Setter	\$ 36.21
Finisher	28.22

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 21.13
Journeyman Finisher	18.27

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2021

Setter:	
1st term 0-500 hrs	\$ 12.48
2nd term 501-1500 hrs	12.48
3rd term 1501-2500 hrs	16.81
4th term 2501-3500 hrs	16.81
5th term 3501-4500 hrs	18.96
6th term 4501-6000 hrs	21.13

Finisher:	
1st term 0-500 hrs	\$ 11.82
2nd term 501-1500 hrs	11.82
3rd term 1501-2500 hrs	15.05
4th term 2501-3700 hrs	15.05

12-2TS.1

Mason - Building

03/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Clinton, Essex, Franklin

PARTIAL COUNTIES

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

WAGES

Per hour 07/01/2021

Bricklayer	\$ 34.31
Cement Finisher	34.31
Plasterer/Fireproofers*	34.31
Pointer/Caulker/Cleaner	34.31
Stone Mason	34.31
Acid Brick	34.81

(*)Fireproofers on Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.90
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour worked

All Terms \$ 20.90

12-2b.8

Mason - Heavy&Highway

03/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES

Per hour

07/01/2021

Mason &
Bricklayer

\$ 39.91

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 21.13

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: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 12.73
All Other	20.79

12-2hh.1

Millwright

03/01/2022

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2021

Building	\$ 30.20
Heavy & Highway	32.20

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

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.

- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.

- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.

- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.39

OVERTIME PAY

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

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of journeymans rate.

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

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.31
2nd term	20.47
3rd term	21.77
4th term	23.08

2-1163.2

Operating Engineer - Building

03/01/2022

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom trucks over 5 tons.

CLASS A:

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

CLASS B:

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

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

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

WAGES per hour

	07/01/2021	07/01/2022
Class # A1	\$ 46.71	\$ 47.81
Class # A	46.22	47.32
Class # B	45.20	46.30
Class # C	42.30	43.40

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

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

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2021	07/01/2022
Journeyman	\$ 29.40	30.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2021	07/01/2022
All terms	\$ 24.70	25.85

1-158 Alb

Operating Engineer - Heavy&Highway

03/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASSIFICATION A:

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

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

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

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2021	07/01/2022
Master Mechanic	\$ 49.43	\$ 51.03
Class A*	47.82	49.42
Class B	46.91	48.51
Class C	44.34	45.94

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.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 29.60 \$ 30.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2021	07/01/2022
All Terms	\$ 25.00	\$ 26.15

1-158H/H Alb

Operating Engineer - Marine Dredging

03/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74

CLASS D	25.66	26.37
Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor		

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew

03/01/2022

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.

	07/01/2021
Party Chief	\$ 45.84
Instrument Person	42.11
Rod Person	31.21

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 27.20
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OVERTIME PAY

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

*Note: \$23.60/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:

07/01/2021

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.73 / PHP \$16.53
1001-2000	21.85 / " 18.95
2001-3000	24.97 / " 21.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

03/01/2022

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.

07/01/2021

Party Chief	\$ 45.84
Instrument Person	42.11
Rod Person	31.21

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	\$ 27.20
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OVERTIME PAY

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

*Note: \$23.60/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 percentage of Rod Persons Wage:

07/01/2021

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.73 / PHP \$16.53
1001-2000	\$ 21.85 / " 18.95
2001-3000	\$ 24.97 / " 21.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

03/01/2022

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 Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to 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); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on); Tie Handler (ride-on); Tie Insertor (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:	07/01/2021	07/01/2022
Master Mechanic	\$ 51.00	\$ 52.60
CLASS A	48.59	50.19
CLASS B	47.37	48.97

CLASS C	44.58	46.18
CLASS D	41.57	43.17

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. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 52.59	\$ 54.19
Crane 2	51.59	53.19
Crane 3	50.59	52.19

SUPPLEMENTAL BENEFITS

Per hour:

\$ 22.80	\$ 23.70
+ 9.10*	+ 9.35*

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

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter

03/01/2022

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2021	05/01/2022 Additional
Painter\Wallcovers	\$ 30.49	\$ 1.45
Drywall Finishers	30.49	
Spray Rate	30.49	
Structural Steel*	31.49	
Lead Abatement	31.49	
Lead Abatement on Structural Steel	32.49	

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 18.35

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS \$1.00 TO APPLICABLE RATE*

*Additional \$1.00 is Not Subject to Overtime

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journey person's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms \$ 18.35

1-201-P

Painter - Bridge & Structural Steel

03/01/2022

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

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

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

SHIFT WORK:

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2021	10/01/2021
1st year	\$ 20.60	\$ 21.20
	+ 3.45*	+ 3.86*
2nd year	\$ 30.90	\$ 31.80
	+ 5.18*	+ 5.78*
3rd year	\$ 41.20	\$ 42.40
	+ 6.90*	+ 7.70*
Supplemental Benefits - Per hour:		
1st year	\$.25	\$.25
	+ 12.00*	+ 12.24*
2nd year	\$ 10.90	\$ 10.90
	+ 18.00*	+ 18.36*
3rd year	\$ 10.20	\$ 10.90
	+ 24.00*	+ 24.48*

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

8-DC-9/806/155-BrSS

Painter - Line Striping

03/01/2022

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2021 07/01/2022

Journeyworker:

Striping Machine Operator: \$ 10.03 \$ 10.03

Linerman Thermoplastic: 10.03 10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

**Nassau and Westchester counties

***All other counties

Supplemental Benefits per hour:

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

8-1456-LS

Painter - Metal Polisher

03/01/2022

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

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:

All classification \$ 10.64

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, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2021

1st year \$ 16.00
2nd year 17.00
3rd year 18.00

1st year* \$ 16.39
2nd year* 17.44
3rd year* 18.54

1st year** \$ 18.50
2nd year** 19.50
3rd year** 20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year \$ 7.39
2nd year 7.39
3rd year 7.39

8-8A/28A-MP

Plumber

03/01/2022

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Essex

PARTIAL COUNTIES

Franklin: Entire County except for the Village of Hogansburg and the St. Regis Indian Reservation.

Hamilton: The Townships of Long Lake and Indian Lake

WAGES

Per hour

07/01/2021

Plumber &
Steamfitter \$ 39.65

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 21.65
+10.78*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's wage

1st yr 50%
2nd yr 60%
3rd yr 70%
4th yr 80%
5th yr 90%

Supplemental Benefits per hour worked

1st yr	\$ 18.48 + 5.39*
2nd yr	19.11 + 6.47*
3rd yr	19.75 + 7.55*
4th yr	20.38 + 8.62*
5th yr	21.02 + 9.70*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

* This portion per hour paid.

1-773EF-SF

Roofer

03/01/2022

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour

07/01/2021

Roofer/Waterproofer	\$ 32.05
Asphalt Cold Process	32.55
Fluid Applied Roof	32.55
Pitch & Asbestos	34.05

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 21.52
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term	58%
1500 hrs.	

2nd Term	74%
1 yr. and 1500 hrs. as 1st term.	

3rd Term	90%
1 yr. and 1500 hrs. as 2nd term.	

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term	\$ 19.94
2nd Term	20.37
3rd Term	20.85

1-241

Sheetmetal Worker

03/01/2022

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2021

Sheetmetal Worker

\$ 35.16

All work requiring HAZWOPER Training additional \$1.00 per hour

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman

\$ 34.55

OVERTIME PAY

See (B,E,E5,Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 19.55
2nd term	\$ 21.19
3rd term	\$ 22.02
4th term	\$ 22.84
5th term	\$ 21.57
6th term	\$ 22.64
7th term	\$ 24.43
8th term	\$ 26.22
9th term	\$ 28.01
10th term	\$ 29.79

Supplemental Benefits per hour

1st term	\$ 21.23
2nd term	\$ 21.83
3rd term	\$ 22.13
4th term	\$ 22.56
5th term	\$ 28.97
6th term	\$ 29.40
7th term	\$ 30.14
8th term	\$ 30.88
9th term	\$ 31.61
10th term	\$ 32.34

1-83

Sprinkler Fitter

03/01/2022

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

07/01/2021

Sprinkler \$ 36.33
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 27.14

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
\$ 17.48	\$ 19.43	\$ 21.12	\$ 23.06	\$ 25.00	\$ 26.95	\$ 28.89	\$ 30.83	\$ 32.77	\$ 34.72

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47
									1-669

Teamster - Building

03/01/2022

JOB DESCRIPTION Teamster - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP #1: Fuel Trucks, Fork Lift* (Warehouse Area Only), Warehouse*, Yardman*, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight jobs), Single axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanic Helpers/Parts Chasers, Bus.

GROUP #2: Tandems, Mechanics & Batch Trucks.

GROUP #3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP #4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2021

GROUP #1	\$ 26.50
GROUP #2	27.50
GROUP #3	27.60
GROUP #4	26.76

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.16

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Teamster - Heavy&Highway

03/01/2022

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

There shall be a twelve (12) month carryover of the negotiated rate in effect at the time of the bid.

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, Mechanics Helpers/Parts Chasers, Fork Lift* (Warehouse Area Only), Tandems and Batch Trucks, Mechanics. Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway 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.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2021

GROUP #1 \$ 28.59

GROUP #2 28.81

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.39

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 a Sunday, it will be celebrated on Monday.

7-687

Welder

03/01/2022

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 07/01/2021

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29)

Juneteenth

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New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone: ()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

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

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NYSDOL Bureau of Public Work Debarment List 12/22/2021

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	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DA		BOLTER CONSTRUCTION		2549 LINDEN STREET BELLMORE NY 11710	12/22/2016	12/22/2021
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

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DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
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	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

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DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 11444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023

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DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
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	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

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DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

Attachment B

Soil Investigations

Soil Survey

Natural Resource Map

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United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Essex County, New York



May 22, 2017

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units).

Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

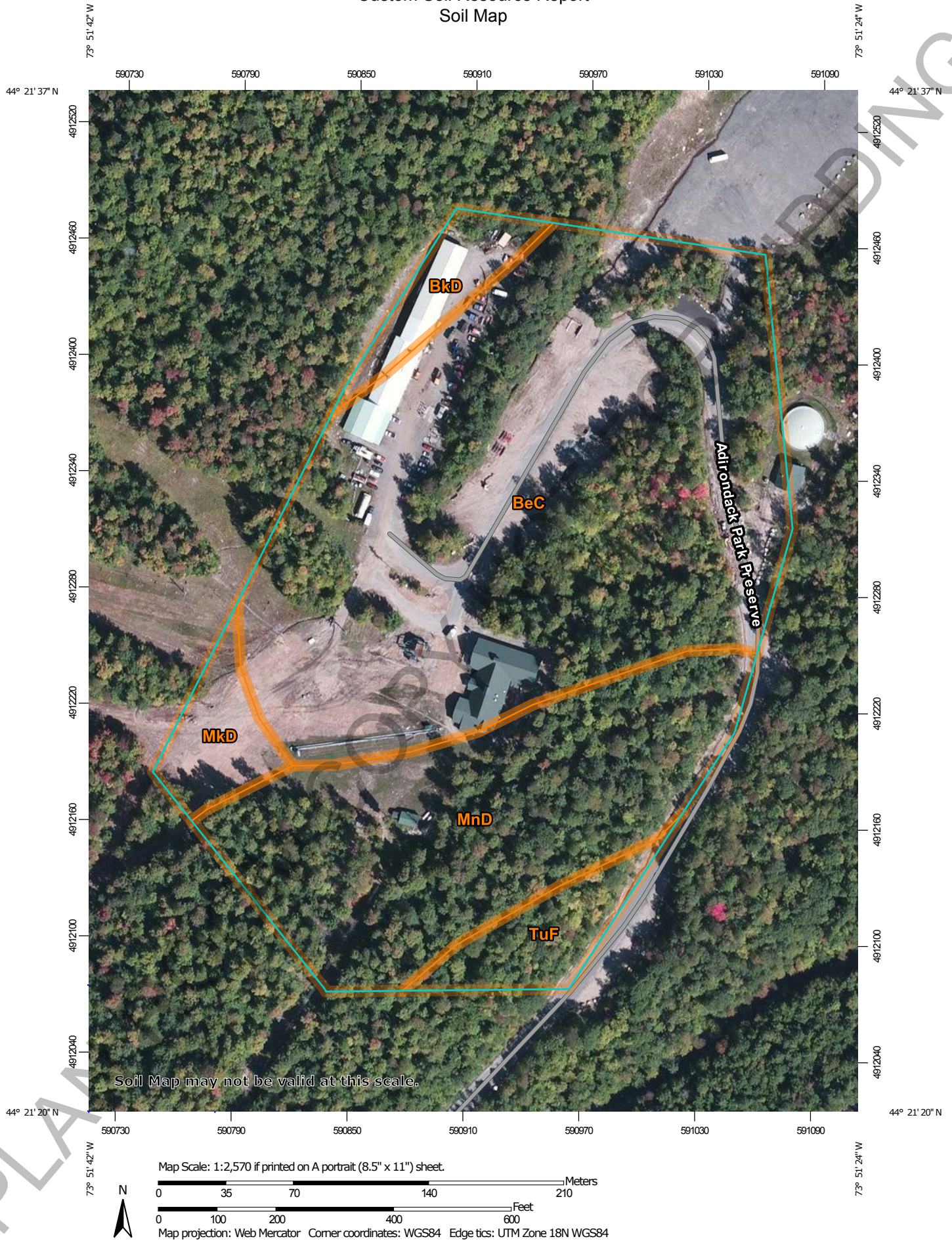
identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

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Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Map Unit Legend

Essex County, New York (NY031)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BeC	Becket fine sandy loam, 8 to 15 percent slopes, very bouldery	13.9	60.5%
BkD	Becket-Tunbridge complex, 15 to 35 percent slopes, rocky, very bouldery	0.8	3.5%
MkD	Monadnock fine sandy loam, 15 to 35 percent slopes, very bouldery	0.9	3.8%
MnD	Monadnock-Tunbridge complex, 15 to 35 percent slopes, rocky, very bouldery	6.4	27.7%
TuF	Tunbridge-Lyman complex, 35 to 70 percent slopes, very rocky, very bouldery	1.0	4.5%
Totals for Area of Interest		22.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor

components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Essex County, New York

BeC—Becket fine sandy loam, 8 to 15 percent slopes, very bouldery

Map Unit Setting

National map unit symbol: 2w5jd
Elevation: 590 to 2,230 feet
Mean annual precipitation: 31 to 95 inches
Mean annual air temperature: 27 to 48 degrees F
Frost-free period: 100 to 130 days
Farmland classification: Not prime farmland

Map Unit Composition

Becket, very bouldery, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Becket, Very Bouldery

Setting

Landform: Hillsides or mountainsides
Landform position (two-dimensional): Backslope, shoulder
Landform position (three-dimensional): Lower third of mountainflank, side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Loamy lodgement till derived from gneiss

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material
E - 1 to 4 inches: fine sandy loam
Bhs1 - 4 to 6 inches: fine sandy loam
Bhs2 - 6 to 10 inches: fine sandy loam
Bs1 - 10 to 16 inches: fine sandy loam
Bs2 - 16 to 20 inches: gravelly fine sandy loam
BC - 20 to 33 inches: sandy loam
Cd - 33 to 79 inches: gravelly loamy sand

Properties and qualities

Slope: 8 to 15 percent
Percent of area covered with surface fragments: 2.4 percent
Depth to restrictive feature: 26 to 36 inches to densic material
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.01 to 1.42 in/hr)
Depth to water table: About 30 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: C
Hydric soil rating: No

Minor Components

Monadnock, very bouldery

Percent of map unit: 7 percent
Landform: Hillsides or mountainsides
Landform position (two-dimensional): Backslope, shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Skerry, very bouldery

Percent of map unit: 4 percent
Landform: Hillsides or mountainsides
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Mountainbase, side slope
Down-slope shape: Linear
Across-slope shape: Convex
Hydric soil rating: No

Adirondack, very bouldery

Percent of map unit: 3 percent
Landform: Low hills
Landform position (two-dimensional): Footslope, summit
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Tunbridge, very bouldery

Percent of map unit: 1 percent
Landform: Hillsides or mountainsides
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Lower third of mountainflank, side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

BkD—Becket-Tunbridge complex, 15 to 35 percent slopes, rocky, very bouldery

Map Unit Setting

National map unit symbol: 2w5jm
Elevation: 490 to 2,390 feet
Mean annual precipitation: 31 to 95 inches
Mean annual air temperature: 27 to 48 degrees F
Frost-free period: 100 to 130 days
Farmland classification: Not prime farmland

Map Unit Composition

Becket, rocky, very bouldery, and similar soils: 45 percent

Tunbridge, rocky, very bouldery, and similar soils: 30 percent

Minor components: 25 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Becket, Rocky, Very Bouldery

Setting

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Lower third of mountainflank, side slope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loamy lodgement till derived from gneiss

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material

E - 1 to 4 inches: fine sandy loam

Bhs1 - 4 to 6 inches: fine sandy loam

Bhs2 - 6 to 10 inches: fine sandy loam

Bs1 - 10 to 16 inches: fine sandy loam

Bs2 - 16 to 20 inches: gravelly fine sandy loam

BC - 20 to 33 inches: sandy loam

Cd - 33 to 79 inches: gravelly loamy sand

Properties and qualities

Slope: 15 to 35 percent

Percent of area covered with surface fragments: 2.4 percent

Depth to restrictive feature: 26 to 36 inches to densic material

Natural drainage class: Well drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.01 to 1.42 in/hr)

Depth to water table: About 30 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: C

Hydric soil rating: No

Description of Tunbridge, Rocky, Very Bouldery

Setting

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Lower third of mountainflank, side slope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loamy till derived from gneiss

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material
Oa - 1 to 3 inches: highly decomposed plant material
E - 3 to 4 inches: sandy loam
Bhs1 - 4 to 7 inches: fine sandy loam
Bhs2 - 7 to 13 inches: fine sandy loam
Bs - 13 to 18 inches: fine sandy loam
C - 18 to 27 inches: gravelly sandy loam
R - 27 to 79 inches: bedrock

Properties and qualities

Slope: 15 to 35 percent
Percent of area covered with surface fragments: 2.4 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low to very high
(0.00 to 14.17 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 4.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Monadnock, rocky, very bouldery

Percent of map unit: 8 percent
Landform: Hillsides or mountainsides
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Lower third of mountainflank, side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Lyman, rocky, very bouldery

Percent of map unit: 8 percent
Landform: Hillsides or mountainsides
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Skerry, rocky, very bouldery

Percent of map unit: 5 percent
Landform: Hillsides or mountainsides
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Lower third of mountainflank, side slope
Down-slope shape: Linear
Across-slope shape: Convex

Hydric soil rating: No

Adirondack, rocky, very bouldery

Percent of map unit: 3 percent

Landform: Low hills

Landform position (two-dimensional): Foothills, summit

Landform position (three-dimensional): Base slope

Down-slope shape: Concave

Across-slope shape: Linear

Hydric soil rating: No

Rock outcrop

Percent of map unit: 1 percent

Hydric soil rating: Unranked

MkD—Monadnock fine sandy loam, 15 to 35 percent slopes, very bouldery

Map Unit Setting

National map unit symbol: bq72

Elevation: 510 to 3,030 feet

Mean annual precipitation: 34 to 50 inches

Mean annual air temperature: 37 to 45 degrees F

Frost-free period: 100 to 130 days

Farmland classification: Not prime farmland

Map Unit Composition

Monadnock, very bouldery, and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Monadnock, Very Bouldery

Setting

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loamy ablation till over sandy ablation till derived from gneiss

Typical profile

Oe - 0 to 2 inches: moderately decomposed plant material

E - 2 to 3 inches: fine sandy loam

Bs1 - 3 to 12 inches: fine sandy loam

Bs2 - 12 to 19 inches: fine sandy loam

BC - 19 to 30 inches: fine sandy loam

2C1 - 30 to 37 inches: gravelly loamy sand

2C2 - 37 to 72 inches: gravelly sand

Properties and qualities

Slope: 15 to 35 percent
Percent of area covered with surface fragments: 2.4 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Hydric soil rating: No

Minor Components

Becket

Percent of map unit: 5 percent
Hydric soil rating: No

Adams

Percent of map unit: 3 percent
Hydric soil rating: No

Fernlake

Percent of map unit: 3 percent
Hydric soil rating: No

Pyrities

Percent of map unit: 3 percent
Hydric soil rating: No

Sunapee

Percent of map unit: 1 percent
Hydric soil rating: No

MnD—Monadnock-Tunbridge complex, 15 to 35 percent slopes, rocky, very bouldery

Map Unit Setting

National map unit symbol: bq6z
Elevation: 510 to 3,030 feet
Mean annual precipitation: 34 to 50 inches
Mean annual air temperature: 37 to 45 degrees F
Frost-free period: 100 to 130 days
Farmland classification: Not prime farmland

Map Unit Composition

Monadnock, rocky, very bouldery, and similar soils: 45 percent

Tunbridge, rocky, very bouldery, and similar soils: 30 percent

Minor components: 25 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Monadnock, Rocky, Very Bouldery

Setting

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loamy ablation till over sandy ablation till derived from gneiss

Typical profile

Oe - 0 to 2 inches: moderately decomposed plant material

E - 2 to 3 inches: fine sandy loam

Bs1 - 3 to 12 inches: fine sandy loam

Bs2 - 12 to 19 inches: fine sandy loam

BC - 19 to 30 inches: fine sandy loam

2C1 - 30 to 37 inches: gravelly loamy sand

2C2 - 37 to 72 inches: gravelly sand

Properties and qualities

Slope: 15 to 35 percent

Percent of area covered with surface fragments: 2.4 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: A

Hydric soil rating: No

Description of Tunbridge, Rocky, Very Bouldery

Setting

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loamy till derived from gneiss

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material

Custom Soil Resource Report

Oa - 1 to 3 inches: highly decomposed plant material
E - 3 to 4 inches: sandy loam
Bh - 4 to 7 inches: fine sandy loam
Bhs - 7 to 13 inches: fine sandy loam
Bs - 13 to 18 inches: fine sandy loam
C - 18 to 27 inches: gravelly sandy loam
R - 27 to 72 inches: unweathered bedrock

Properties and qualities

Slope: 15 to 35 percent
Percent of area covered with surface fragments: 2.4 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low to high (0.00 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 5.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Becket

Percent of map unit: 8 percent
Hydric soil rating: No

Lyman

Percent of map unit: 7 percent
Hydric soil rating: No

Rock outcrop

Percent of map unit: 5 percent
Hydric soil rating: Unranked

Knob lock

Percent of map unit: 3 percent
Hydric soil rating: No

Sunapee

Percent of map unit: 2 percent
Hydric soil rating: No

TuF—Tunbridge-Lyman complex, 35 to 70 percent slopes, very rocky, very bouldery

Map Unit Setting

National map unit symbol: 2wrc4

Elevation: 260 to 2,690 feet

Mean annual precipitation: 31 to 95 inches

Mean annual air temperature: 27 to 48 degrees F

Frost-free period: 100 to 130 days

Farmland classification: Not prime farmland

Map Unit Composition

Tunbridge, very rocky, very bouldery, and similar soils: 45 percent

Lyman, very rocky, very bouldery, and similar soils: 30 percent

Minor components: 25 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Tunbridge, Very Rocky, Very Bouldery

Setting

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Lower third of mountainflank, side slope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loamy till derived from gneiss

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material

Oa - 1 to 3 inches: highly decomposed plant material

E - 3 to 4 inches: sandy loam

Bhs1 - 4 to 7 inches: fine sandy loam

Bhs2 - 7 to 13 inches: fine sandy loam

Bs - 13 to 18 inches: fine sandy loam

C - 18 to 27 inches: gravelly sandy loam

R - 27 to 79 inches: bedrock

Properties and qualities

Slope: 35 to 70 percent

Percent of area covered with surface fragments: 2.4 percent

Depth to restrictive feature: 21 to 48 inches to lithic bedrock

Natural drainage class: Well drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Very low to very high
(0.00 to 14.17 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 4.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: B

Hydric soil rating: No

Description of Lyman, Very Rocky, Very Bouldery

Setting

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Lower third of mountainflank, side slope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loamy till derived from gneiss

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material

Oa - 1 to 5 inches: highly decomposed plant material

E - 5 to 6 inches: fine sandy loam

Bhs - 6 to 11 inches: fine sandy loam

Bs - 11 to 19 inches: fine sandy loam

R - 19 to 79 inches: bedrock

Properties and qualities

Slope: 35 to 70 percent

Percent of area covered with surface fragments: 2.4 percent

Depth to restrictive feature: 12 to 26 inches to lithic bedrock

Natural drainage class: Somewhat excessively drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Very low to very high
(0.00 to 14.17 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 4.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: D

Hydric soil rating: No

Minor Components

Rock outcrop

Percent of map unit: 9 percent

Hydric soil rating: Unranked

Knob lock, very rocky, very bouldery

Percent of map unit: 7 percent

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Convex

Hydric soil rating: No

Monadnock, very rocky, very bouldery

Percent of map unit: 4 percent

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Convex

Hydric soil rating: No

Becket, very rocky, very bouldery

Percent of map unit: 4 percent

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Lower third of mountainflank, side slope

Down-slope shape: Convex

Across-slope shape: Convex

Hydric soil rating: No

Skerry, very rocky, very bouldery

Percent of map unit: 1 percent

Landform: Hillsides or mountainsides

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Lower third of mountainflank, side slope

Down-slope shape: Linear

Across-slope shape: Convex

Hydric soil rating: No

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Custom Soil Resource Report

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Test Pit Log:

Date of test pits: Friday May 19, 2017

Witnessed by: Mark Taber

TP-1, near power pole, southwest of proposed building

0-16" Roots, organic topsoil, dark

16"-36" course, sandy, tan/yellowish, consistent coloring.

36"-58" Gray, moist, still course, sandy. No Mottling

Perc Test at 18", hole pre-soaked.

Run 1: 5"@10:04, 3"@10:09, 2"@10:13, 1"@10:16

Run 2: 6"@10:17, 1.5" @ 10:30

Avg. Perc Rate: 19.25 inches/hour

TP-2, in front of proposed building

0-36" Consistent, course, light brown soil

36"-60" darker color, roots, organics, a little more clumpy. Appears to be fill.

Perc Test @ 28", hole pre-soaked

Run 1: 6"@10:38, 2"@10:47, 0"@10:50

Run 2: 6"@10:50, 5"@10:54, 4"@10:57, 2"@11:03

TP-3 – at edge of parking lot, near hydrant

0"-30" light white/light beige, coarse sand, some chunks of asphalt/debris in first 18".

30"-42" roots, darker brown, organics, coarse

42"-66" tan, slightly reddish, very gravelly

66"-72" darker brown, less gravelly but still coarse, more like topsoil

Avg. Perc Rate:

Perc Test @ 24", hole pre-soaked

Run 1: 6"@11:08, 1.5"@11:11

Run 2: 9"@11:12, 0"@11:17

Run 3: 11"@11:19, 2"@11:22

Avg. Perc Rate: 126 inches/hour

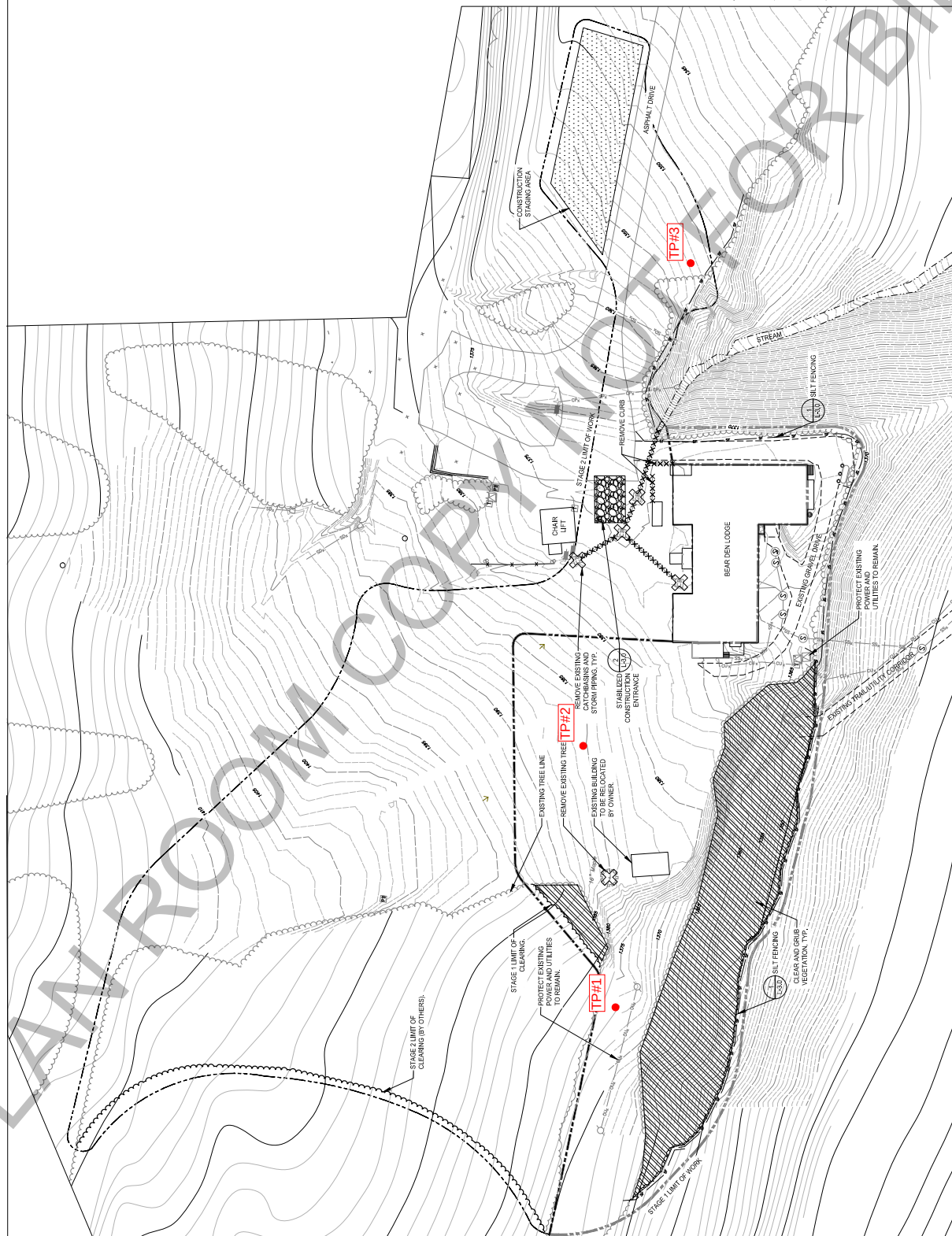
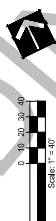
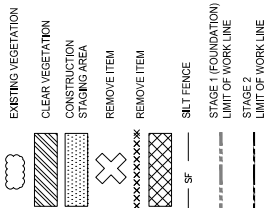
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EROSION AND SEDIMENT CONTROL NOTES

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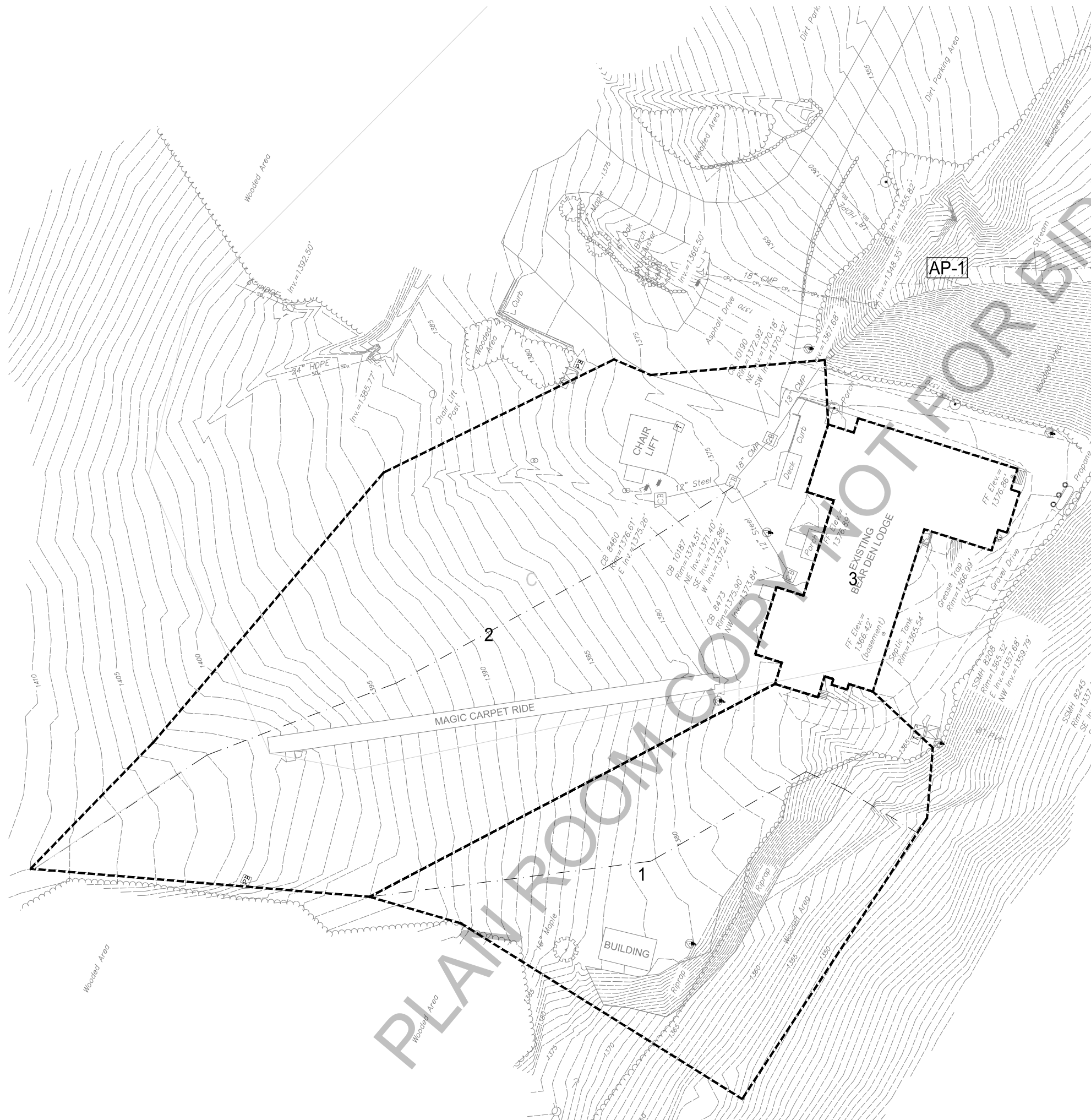


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Attachment B

**Existing Conditions Watershed Map and
HydroCAD Calculations**

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LEGEND

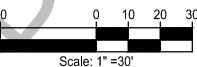
===== SUBCATCHMENT BOUNDARY

SUBCATCHMENT IDENTIFICATION

TIME OF CONCENTRATION PATH

AP-1

ANALYSIS POINT



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Prepared for:

NYS Olympic Regional
Development Authority
2634 Main Street
Lake Placid, NY 12946

Issue for

Foundation Bid Package

Project Title

Whiteface Mountain
Bear Den Lodge
Improvements
5021 Route 86
Wilmington, NY 12997

Project No.: 2012063

Design:

Drawn: KLT Ch'k'd:

7/18/2017 Scale: 1"=30'

Description: _____ Date: _____

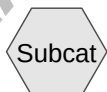
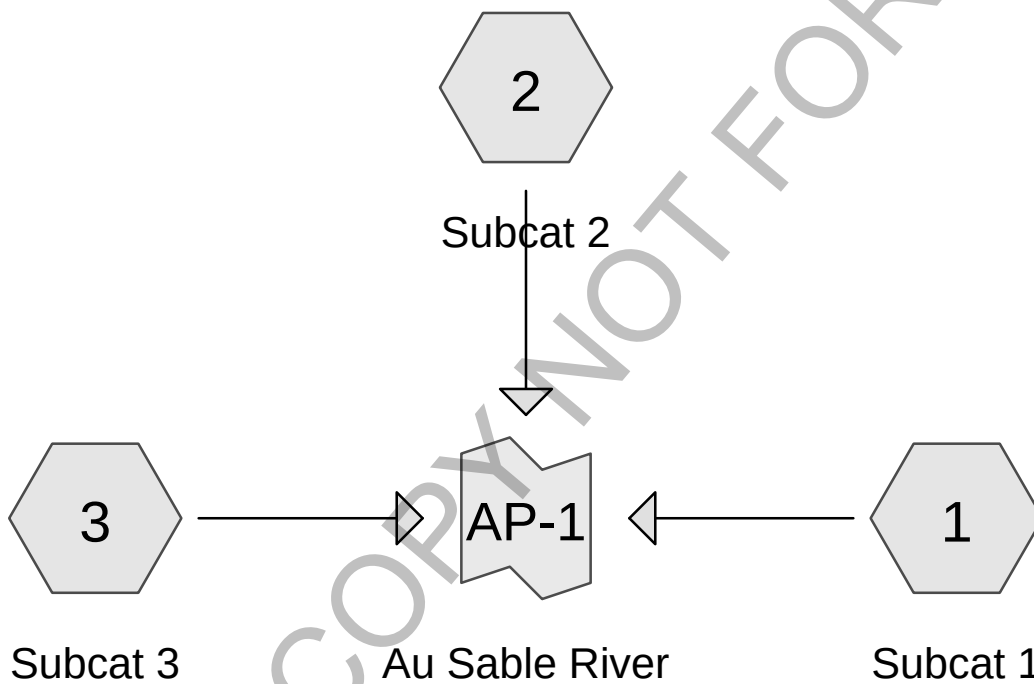
Drawing Title

Pre Development Watershed Map

Drawing No.

WS-1

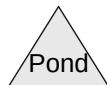
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Subcat



Reach



Pond



Link

Routing Diagram for Existing Whiteface Bear Den

Prepared by The LA Group, Printed 7/18/2017

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Existing Whiteface Bear Den

Prepared by The LA Group

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Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.045	39	>75% Grass cover, Good, HSG A (1, 2)
1.075	74	>75% Grass cover, Good, HSG C (2)
0.059	98	Paved parking, HSG A (1, 2, 3)
0.406	98	Paved parking, HSG C (2, 3)
0.298	30	Woods, Good, HSG A (1)
2.882	61	TOTAL AREA

Existing Whiteface Bear Den

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
1.402	HSG A	1, 2, 3
0.000	HSG B	
1.480	HSG C	2, 3
0.000	HSG D	
0.000	Other	
2.882		TOTAL AREA

Existing Whiteface Bear Den

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
1.045	0.000	1.075	0.000	0.000	2.119	>75% Grass cover, Good	1, 2
0.059	0.000	0.406	0.000	0.000	0.465	Paved parking	1, 2, 3
0.298	0.000	0.000	0.000	0.000	0.298	Woods, Good	1
1.402	0.000	1.480	0.000	0.000	2.882	TOTAL AREA	

Existing Whiteface Bear Den

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Type II 24-hr 1-year Rainfall=1.90"

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Page 5

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1: Subcat 1

Runoff Area=0.875 ac 5.18% Impervious Runoff Depth=0.00"
Flow Length=334' Tc=7.3 min CN=39 Runoff=0.00 cfs 0.000 af

Subcatchment2: Subcat 2

Runoff Area=1.742 ac 8.86% Impervious Runoff Depth>0.10"
Flow Length=454' Tc=10.1 min CN=66 Runoff=0.10 cfs 0.015 af

Subcatchment3: Subcat 3

Runoff Area=0.265 ac 100.00% Impervious Runoff Depth>1.56"
Tc=6.0 min CN=98 Runoff=0.68 cfs 0.035 af

Link AP-1: Au Sable River

Inflow=0.70 cfs 0.049 af
Primary=0.70 cfs 0.049 af

Total Runoff Area = 2.882 ac Runoff Volume = 0.049 af Average Runoff Depth = 0.21"
83.86% Pervious = 2.417 ac 16.14% Impervious = 0.465 ac

Existing Whiteface Bear Den

Prepared by The LA Group

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Type II 24-hr 10-year Rainfall=3.35"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1: Subcat 1

Runoff Area=0.875 ac 5.18% Impervious Runoff Depth>0.00"
Flow Length=334' Tc=7.3 min CN=39 Runoff=0.00 cfs 0.000 af

Subcatchment2: Subcat 2

Runoff Area=1.742 ac 8.86% Impervious Runoff Depth>0.63"
Flow Length=454' Tc=10.1 min CN=66 Runoff=1.70 cfs 0.092 af

Subcatchment3: Subcat 3

Runoff Area=0.265 ac 100.00% Impervious Runoff Depth>2.88"
Tc=6.0 min CN=98 Runoff=1.22 cfs 0.064 af

Link AP-1: Au Sable River

Inflow=2.70 cfs 0.156 af
Primary=2.70 cfs 0.156 af

Total Runoff Area = 2.882 ac Runoff Volume = 0.156 af Average Runoff Depth = 0.65"
83.86% Pervious = 2.417 ac 16.14% Impervious = 0.465 ac

Existing Whiteface Bear Den

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Type II 24-hr 100-year Rainfall=5.25"

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Page 1

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1: Subcat 1

Runoff Area=0.875 ac 5.18% Impervious Runoff Depth>0.20"
Flow Length=334' Tc=7.3 min CN=39 Runoff=0.06 cfs 0.014 af

Subcatchment2: Subcat 2

Runoff Area=1.742 ac 8.86% Impervious Runoff Depth>1.72"
Flow Length=454' Tc=10.1 min CN=66 Runoff=4.92 cfs 0.250 af

Subcatchment3: Subcat 3

Runoff Area=0.265 ac 100.00% Impervious Runoff Depth>4.59"
Tc=6.0 min CN=98 Runoff=1.93 cfs 0.102 af

Link AP-1: Au Sable River

Inflow=6.60 cfs 0.366 af
Primary=6.60 cfs 0.366 af

Total Runoff Area = 2.882 ac Runoff Volume = 0.366 af Average Runoff Depth = 1.52"
83.86% Pervious = 2.417 ac 16.14% Impervious = 0.465 ac

Existing Whiteface Bear Den

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Type II 24-hr 100-year Rainfall=5.25"

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Page 2

Summary for Subcatchment 1: Subcat 1

Runoff = 0.06 cfs @ 12.07 hrs, Volume= 0.014 af, Depth> 0.20"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-year Rainfall=5.25"

Area (ac)	CN	Description
0.532	39	>75% Grass cover, Good, HSG A
0.045	98	Paved parking, HSG A
0.298	30	Woods, Good, HSG A
0.875	39	Weighted Average
0.830		94.82% Pervious Area
0.045		5.18% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.3	100	0.0900	0.26		Sheet Flow, Grass: Short n= 0.150 P2= 2.30"
0.6	163	0.0800	4.24		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
0.4	71	0.3240	2.85		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
7.3	334	Total			

Summary for Subcatchment 2: Subcat 2

Runoff = 4.92 cfs @ 12.02 hrs, Volume= 0.250 af, Depth> 1.72"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-year Rainfall=5.25"

Area (ac)	CN	Description
0.513	39	>75% Grass cover, Good, HSG A
1.075	74	>75% Grass cover, Good, HSG C
0.002	98	Paved parking, HSG A
0.153	98	Paved parking, HSG C
1.742	66	Weighted Average
1.587		91.14% Pervious Area
0.154		8.86% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.8	100	0.0400	0.19		Sheet Flow, Grass: Short n= 0.150 P2= 2.30"
1.3	354	0.0860	4.40		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
10.1	454	Total			

Existing Whiteface Bear Den

Prepared by The LA Group

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Type II 24-hr 100-year Rainfall=5.25"

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Page 3

Summary for Subcatchment 3: Subcat 3

Runoff = 1.93 cfs @ 11.96 hrs, Volume= 0.102 af, Depth> 4.59"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-year Rainfall=5.25"

Area (ac)	CN	Description
0.012	98	Paved parking, HSG A
0.253	98	Paved parking, HSG C
0.265	98	Weighted Average
0.265		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Summary for Link AP-1: Au Sable RiverInflow Area = 2.882 ac, 16.14% Impervious, Inflow Depth > 1.52" for 100-year event
Inflow = 6.60 cfs @ 12.01 hrs, Volume= 0.366 af
Primary = 6.60 cfs @ 12.01 hrs, Volume= 0.366 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

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Attachment C

**Proposed Conditions Watershed Map and
HydroCAD Calculations**

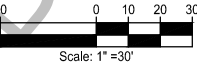
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Date: 7/18/2017



LEGEND

- SUBCATCHMENT BOUNDARY
- SUBCATCHMENT IDENTIFICATION
- TIME OF CONCENTRATION PATH
- STORMWATER MANAGEMENT PRACTICE
- ANALYSIS POINT



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Prepared for:

NYS Olympic Regional
Development Authority
2634 Main Street
Lake Placid, NY 12946

Issue for:

Foundation Bid Package

Project Title:

Whiteface Mountain
Bear Den Lodge
Improvements
5021 Route 86
Wilmington, NY 12997

Project No.: 2012063
Design:
Drawn: KLT Ch'kd:
7/18/2017 Scale: 1"=30'

Description:	Date:

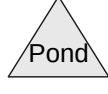
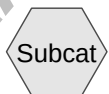
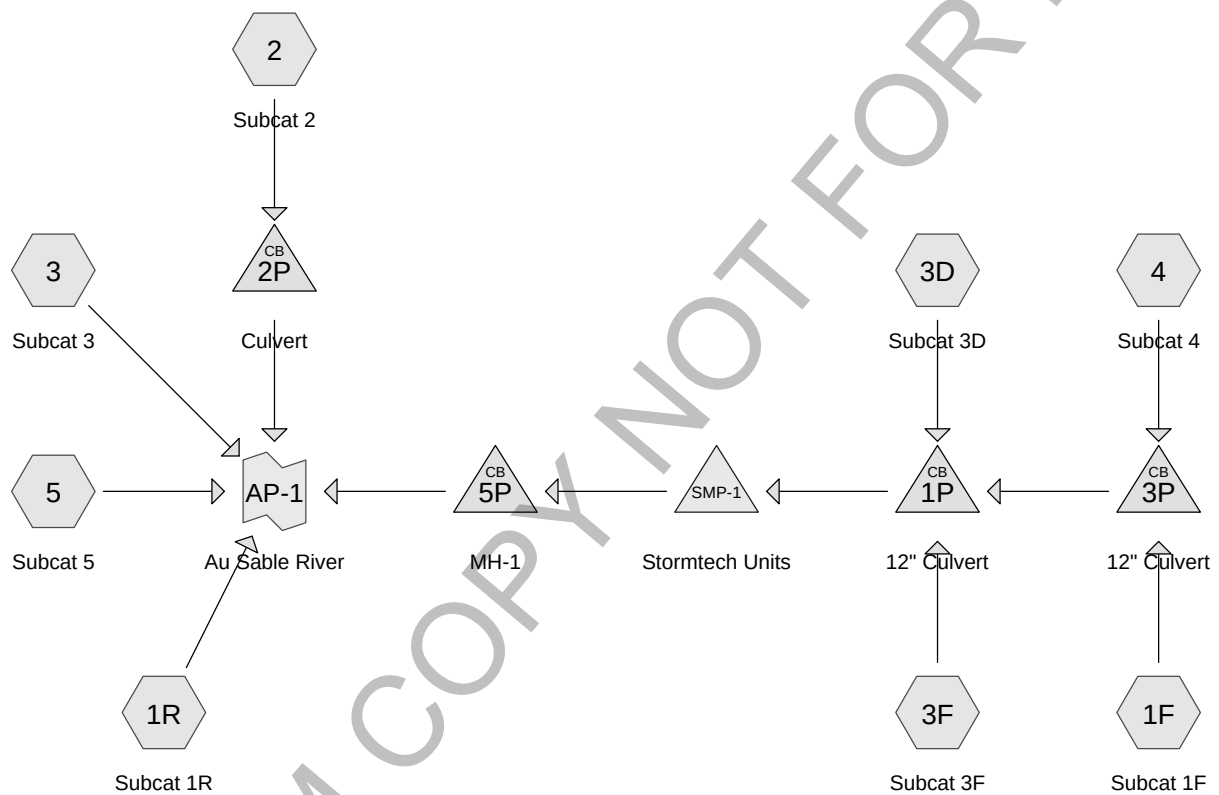
Drawing Title

Post Development
Watershed
Map

Drawing No.

WS-2

PLAN ROOM COPY NOT FOR BIDDING



Routing Diagram for Proposed Whiteface Bear Den
 Prepared by The LA Group, Printed 7/18/2017
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Proposed Whiteface Bear Den

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.829	39	>75% Grass cover, Good, HSG A (1F, 1R, 2, 3F, 4, 5)
1.034	74	>75% Grass cover, Good, HSG C (2, 3, 3D, 3F, 4)
0.569	98	Paved parking, HSG A (1F, 1R, 3F, 4, 5)
0.446	98	Paved parking, HSG C (1F, 2, 3, 3D, 3F, 4, 5)
0.004	30	Woods, Good, HSG A (5)
2.882	72	TOTAL AREA

Proposed Whiteface Bear Den

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
1.402	HSG A	1F, 1R, 2, 3F, 4, 5
0.000	HSG B	
1.480	HSG C	1F, 2, 3, 3D, 3F, 4, 5
0.000	HSG D	
0.000	Other	
2.882		TOTAL AREA

Proposed Whiteface Bear Den

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.829	0.000	1.034	0.000	0.000	1.863	>75% Grass cover, Good	1F, 1R, 2, 3, 3D, 3F, 4, 5
0.569	0.000	0.446	0.000	0.000	1.015	Paved parking	1F, 1R, 2, 3, 3D, 3F, 4, 5
0.004	0.000	0.000	0.000	0.000	0.004	Woods, Good	5
1.402	0.000	1.480	0.000	0.000	2.882	TOTAL AREA	

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Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Diam/Width (inches)	Height (inches)	Inside-Fill (inches)
1	1P	1,372.15	1,352.00	277.0	0.0727	0.013	12.0	0.0	0.0
2	2P	1,368.50	1,367.68	123.0	0.0067	0.013	12.0	0.0	0.0
3	3P	1,375.40	1,372.25	160.0	0.0197	0.013	12.0	0.0	0.0
4	5P	1,346.25	1,345.25	60.0	0.0167	0.013	12.0	0.0	0.0
5	SMP-1	1,345.96	1,345.96	5.0	0.0000	0.013	12.0	0.0	0.0

Proposed Whiteface Bear Den

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Type II 24-hr 1-year Rainfall=1.90"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1F: Subcat 1F	Runoff Area=0.361 ac 100.00% Impervious Runoff Depth>1.56" Tc=6.0 min CN=98 Runoff=0.93 cfs 0.047 af
Subcatchment1R: Subcat 1R	Runoff Area=0.201 ac 99.94% Impervious Runoff Depth>1.56" Tc=6.0 min CN=98 Runoff=0.51 cfs 0.026 af
Subcatchment2: Subcat 2	Runoff Area=1.245 ac 6.73% Impervious Runoff Depth>0.10" Flow Length=412' Tc=10.0 min CN=66 Runoff=0.08 cfs 0.011 af
Subcatchment3: Subcat 3	Runoff Area=0.069 ac 99.97% Impervious Runoff Depth>1.56" Tc=6.0 min CN=98 Runoff=0.18 cfs 0.009 af
Subcatchment3D: Subcat 3D	Runoff Area=0.089 ac 98.63% Impervious Runoff Depth>1.56" Tc=6.0 min CN=98 Runoff=0.23 cfs 0.012 af
Subcatchment3F: Subcat 3F	Runoff Area=0.188 ac 100.00% Impervious Runoff Depth>1.56" Tc=6.0 min CN=98 Runoff=0.48 cfs 0.025 af
Subcatchment4: Subcat 4	Runoff Area=0.518 ac 3.30% Impervious Runoff Depth>0.01" Flow Length=225' Tc=11.8 min CN=56 Runoff=0.00 cfs 0.000 af
Subcatchment5: Subcat 5	Runoff Area=0.211 ac 3.50% Impervious Runoff Depth=0.00" Tc=6.0 min CN=41 Runoff=0.00 cfs 0.000 af
Pond 1P: 12" Culvert	Peak Elev=1,372.84' Inflow=1.63 cfs 0.083 af 12.0" Round Culvert n=0.013 L=277.0' S=0.0727 '/' Outflow=1.63 cfs 0.083 af
Pond 2P: Culvert	Peak Elev=1,368.65' Inflow=0.08 cfs 0.011 af 12.0" Round Culvert n=0.013 L=123.0' S=0.0067 '/' Outflow=0.08 cfs 0.011 af
Pond 3P: 12" Culvert	Peak Elev=1,375.89' Inflow=0.93 cfs 0.047 af 12.0" Round Culvert n=0.013 L=160.0' S=0.0197 '/' Outflow=0.93 cfs 0.047 af
Pond 5P: MH-1	Peak Elev=1,346.25' Inflow=0.00 cfs 0.000 af 12.0" Round Culvert n=0.013 L=60.0' S=0.0167 '/' Outflow=0.00 cfs 0.000 af
Pond SMP-1: Stormtech Units	Peak Elev=1,344.00' Storage=0.000 af Inflow=1.63 cfs 0.083 af Discarded=1.63 cfs 0.083 af Primary=0.00 cfs 0.000 af Outflow=1.63 cfs 0.083 af
Link AP-1: Au Sable River	Inflow=0.70 cfs 0.046 af Primary=0.70 cfs 0.046 af

Total Runoff Area = 2.882 ac Runoff Volume = 0.129 af Average Runoff Depth = 0.54"
64.77% Pervious = 1.867 ac 35.23% Impervious = 1.015 ac

Proposed Whiteface Bear Den

Prepared by The LA Group

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Type II 24-hr 10-year Rainfall=3.35"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1F: Subcat 1F Runoff Area=0.361 ac 100.00% Impervious Runoff Depth>2.88"
Tc=6.0 min CN=98 Runoff=1.66 cfs 0.087 af

Subcatchment1R: Subcat 1R Runoff Area=0.201 ac 99.94% Impervious Runoff Depth>2.88"
Tc=6.0 min CN=98 Runoff=0.93 cfs 0.048 af

Subcatchment2: Subcat 2 Runoff Area=1.245 ac 6.73% Impervious Runoff Depth>0.63"
Flow Length=412' Tc=10.0 min CN=66 Runoff=1.22 cfs 0.066 af

Subcatchment3: Subcat 3 Runoff Area=0.069 ac 99.97% Impervious Runoff Depth>2.88"
Tc=6.0 min CN=98 Runoff=0.32 cfs 0.017 af

Subcatchment3D: Subcat 3D Runoff Area=0.089 ac 98.63% Impervious Runoff Depth>2.88"
Tc=6.0 min CN=98 Runoff=0.41 cfs 0.021 af

Subcatchment3F: Subcat 3F Runoff Area=0.188 ac 100.00% Impervious Runoff Depth>2.88"
Tc=6.0 min CN=98 Runoff=0.87 cfs 0.045 af

Subcatchment4: Subcat 4 Runoff Area=0.518 ac 3.30% Impervious Runoff Depth>0.27"
Flow Length=225' Tc=11.8 min CN=56 Runoff=0.13 cfs 0.012 af

Subcatchment5: Subcat 5 Runoff Area=0.211 ac 3.50% Impervious Runoff Depth>0.01"
Tc=6.0 min CN=41 Runoff=0.00 cfs 0.000 af

Pond 1P: 12" Culvert Peak Elev=1,373.27' Inflow=2.97 cfs 0.165 af
12.0" Round Culvert n=0.013 L=277.0' S=0.0727 '/' Outflow=2.97 cfs 0.165 af

Pond 2P: Culvert Peak Elev=1,369.13' Inflow=1.22 cfs 0.066 af
12.0" Round Culvert n=0.013 L=123.0' S=0.0067 '/' Outflow=1.22 cfs 0.066 af

Pond 3P: 12" Culvert Peak Elev=1,376.11' Inflow=1.70 cfs 0.099 af
12.0" Round Culvert n=0.013 L=160.0' S=0.0197 '/' Outflow=1.70 cfs 0.099 af

Pond 5P: MH-1 Peak Elev=1,346.25' Inflow=0.00 cfs 0.000 af
12.0" Round Culvert n=0.013 L=60.0' S=0.0167 '/' Outflow=0.00 cfs 0.000 af

Pond SMP-1: Stormtech Units Peak Elev=1,344.73' Storage=0.008 af Inflow=2.97 cfs 0.165 af
Discarded=1.99 cfs 0.167 af Primary=0.00 cfs 0.000 af Outflow=1.99 cfs 0.167 af

Link AP-1: Au Sable River Inflow=2.28 cfs 0.131 af
Primary=2.28 cfs 0.131 af

Total Runoff Area = 2.882 ac Runoff Volume = 0.296 af Average Runoff Depth = 1.23"
64.77% Pervious = 1.867 ac 35.23% Impervious = 1.015 ac

Proposed Whiteface Bear Den

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Type II 24-hr 100-year Rainfall=5.25"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1F: Subcat 1F Runoff Area=0.361 ac 100.00% Impervious Runoff Depth>4.59"
Tc=6.0 min CN=98 Runoff=2.63 cfs 0.138 af

Subcatchment1R: Subcat 1R Runoff Area=0.201 ac 99.94% Impervious Runoff Depth>4.59"
Tc=6.0 min CN=98 Runoff=1.46 cfs 0.077 af

Subcatchment2: Subcat 2 Runoff Area=1.245 ac 6.73% Impervious Runoff Depth>1.72"
Flow Length=412' Tc=10.0 min CN=66 Runoff=3.53 cfs 0.178 af

Subcatchment3: Subcat 3 Runoff Area=0.069 ac 99.97% Impervious Runoff Depth>4.59"
Tc=6.0 min CN=98 Runoff=0.50 cfs 0.027 af

Subcatchment3D: Subcat 3D Runoff Area=0.089 ac 98.63% Impervious Runoff Depth>4.59"
Tc=6.0 min CN=98 Runoff=0.64 cfs 0.034 af

Subcatchment3F: Subcat 3F Runoff Area=0.188 ac 100.00% Impervious Runoff Depth>4.59"
Tc=6.0 min CN=98 Runoff=1.37 cfs 0.072 af

Subcatchment4: Subcat 4 Runoff Area=0.518 ac 3.30% Impervious Runoff Depth>1.03"
Flow Length=225' Tc=11.8 min CN=56 Runoff=0.78 cfs 0.045 af

Subcatchment5: Subcat 5 Runoff Area=0.211 ac 3.50% Impervious Runoff Depth>0.27"
Tc=6.0 min CN=41 Runoff=0.04 cfs 0.005 af

Pond 1P: 12" Culvert Peak Elev=1,374.48' Inflow=5.14 cfs 0.289 af
12.0" Round Culvert n=0.013 L=277.0' S=0.0727 ' Outflow=5.14 cfs 0.289 af

Pond 2P: Culvert Peak Elev=1,370.36' Inflow=3.53 cfs 0.178 af
12.0" Round Culvert n=0.013 L=123.0' S=0.0067 ' Outflow=3.53 cfs 0.178 af

Pond 3P: 12" Culvert Peak Elev=1,376.59' Inflow=3.16 cfs 0.183 af
12.0" Round Culvert n=0.013 L=160.0' S=0.0197 ' Outflow=3.16 cfs 0.183 af

Pond 5P: MH-1 Peak Elev=1,346.78' Inflow=1.04 cfs 0.007 af
12.0" Round Culvert n=0.013 L=60.0' S=0.0167 ' Outflow=1.04 cfs 0.007 af

Pond SMP-1: Stormtech Units Peak Elev=1,346.73' Storage=0.039 af Inflow=5.14 cfs 0.289 af
Discarded=1.99 cfs 0.284 af Primary=1.04 cfs 0.007 af Outflow=3.03 cfs 0.291 af

Link AP-1: Au Sable River Inflow=5.82 cfs 0.294 af
Primary=5.82 cfs 0.294 af

Total Runoff Area = 2.882 ac Runoff Volume = 0.576 af Average Runoff Depth = 2.40"
64.77% Pervious = 1.867 ac 35.23% Impervious = 1.015 ac

Proposed Whiteface Bear Den

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Type II 24-hr 100-year Rainfall=5.25"

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Summary for Subcatchment 1F: Subcat 1F

Runoff = 2.63 cfs @ 11.96 hrs, Volume= 0.138 af, Depth> 4.59"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-year Rainfall=5.25"

Area (ac)	CN	Description
0.000	39	>75% Grass cover, Good, HSG A
0.351	98	Paved parking, HSG A
0.010	98	Paved parking, HSG C
0.361	98	Weighted Average
0.000		0.00% Pervious Area
0.361		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Summary for Subcatchment 1R: Subcat 1R

Runoff = 1.46 cfs @ 11.96 hrs, Volume= 0.077 af, Depth> 4.59"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-year Rainfall=5.25"

Area (ac)	CN	Description
0.000	39	>75% Grass cover, Good, HSG A
0.201	98	Paved parking, HSG A
0.201	98	Weighted Average
0.000		0.06% Pervious Area
0.201		99.94% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Summary for Subcatchment 2: Subcat 2

Runoff = 3.53 cfs @ 12.02 hrs, Volume= 0.178 af, Depth> 1.72"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-year Rainfall=5.25"



1985 Imagery Date: 9/19/2021 44°21'34.12" N 73°52'00.85" W elev 1720 ft eye alt 6510 ft

Graph: Min, Avg, Max Elevation: 1402, 1699, 2121 ft
Range Totals: Distance: 0.83 mi Elev Gain/Loss: 787 ft, -68.5 ft Max Slope: 38.8%, -22.8% Avg Slope: 18.2%, -7.6%

