



OLYMPIC CENTER

Request for Proposals

PIN: ARN.19.006

Project Name: ORDA Concept Store Project

CIN: ARN.19.006.110

Contract Name: Retail Store Contract

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

Date: 17 February 2022

Prepared By:

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



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INVITATION FOR REQUEST FOR PROPOSAL

OBJECTIVE OF THIS REQUEST FOR PROJECT

The objective of this Request for Proposal (RFP) is to secure a qualified firm via the Best Value procurement process to provide a complete turn-key manufactured ORDA Concept Store which meets the performance requirements identified herein within for the Olympic Center at the Village of Lake Placid, Town of North Elba, New York, operated by the New York State Olympic Regional Development Authority. The ORDA Concept Store shall include all required final system and component engineering, manufacturing and installation of a system that shall meet the requirements of the performance specifications and other requirements set forth within the RFP.

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Contract Name: Retail Store Contract

The RFP process shall be administered in two Phases. See Section 00 11 25 "Proposal Requirements, Part 2 Proposal Scope" for a specific description of the proposal requirements and Section 01 10 00 "Summary of Work for the Retail Store Contract" for a general description of the work and Section 11 21 00 Retail Store for the specific descriptions; but in a general overview of the contract scope includes: All professional services, manufacturing, transportation, shipping, labor, tools, equipment, materials, temporary facilities and profit & overhead to develop and provide the Retail Store for the Olympic Center.

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

Schedule of Important Dates and Times

Notice of RFP: **17 February 2022**

Pre-Bid Site Visit/Meeting: **By Appointment, requests must be made on or before 23 February 2022 at 4:00 PM and completed on or before 25 February 2022 1:00 PM**

End of Questions: (Close of Business) **28 February 2022**

Addendum*: (If Required) **04 March 2022**

RFP Phase I Submission Due: **11 March 2022, 2:00 PM - Local Time**

RFP Phase II Submission Due: **26 April 2022, 4:00 PM - Local Time**

Earliest Date of Physical Work Start: **10 August 2022**

Work Substantial Completion: **07 September 2022**

Work Final Completion: **23 September 2022**

*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 recipient 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
Retail Store Contract
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.***

Bidding documents will be distributed electronically.

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

Olympic Regional Development Authority
2634 Main Street, Lake Placid, NY 12946
Office of Environmental, Planning and Construction
Phone: 518-302-5349

The New York State Contract Reporter
<https://www.nyscr.ny.gov>

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

Designated Contacts

In compliance with the Procurement Lobbying Law, Kirk Bassarab, 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.

Kirk Bassarab
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:

Robert W. Hammond
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

SECTION 00 11 25

PROPOSAL REQUIREMENTS

PART 1 COMPLIANT PROPOSAL

1.1 SUMMARY

- A. The Proposer shall submit a Proposal in accordance with Part 2 of Section 00 11 25 "Proposal Requirements" and with all the information required in Section 00 11 25 "Proposal Requirements", Section 01 10 01 "Scope and Summary of Work for the Retail Store Contract", Section 11 21 00 Retail Store and in accordance with the minimum requirements contained in the RFP. If the Proposal does not fully comply with the instructions and rules contained in Section 00 21 13.1 "Instructions to Proposers" ("ITP"), it may be deemed non-responsive and therefore unacceptable.

Each Proposal must be submitted in the official format specified by ORDA as detailed in the RFP Documents. Multiple or alternate proposals shall not be submitted.

Proposals may be considered unacceptable for any of the following reasons:

- a. If the Proposal is submitted on a paper form other than that furnished or specified by ORDA; if it is not properly signed; if any form is altered except as expressly permitted hereby; or if any part thereof is deleted from the Proposal package;
- b. If the Proposal is illegible or contains any omission, erasures, alterations, or items not called for in the RFP or contains unauthorized additions, conditional or alternate Proposals, or other irregularities of any kind; if ORDA determines that such irregularities make the Proposal incomplete, indefinite, or ambiguous as to its meaning;
- c. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into a Contract following award;
- d. If the Proposer attempts to limit or modify the bonds, if the Proposal Bond is not provided, and/or requested information deemed material by ORDA is not provided;
- e. If the Proposer is in arrears in the payment of any obligation due and owing ORDA, including payment of taxes and employee benefits; and
- f. Any other reason ORDA determines the Proposal to be non-compliant.

1.2 LEGAL AUTHORITY

- A. Licensing Requirements
Proposers shall be licensed as required by applicable State laws, rules and regulations including, but not limited to, the New York State Education Law. Evidence of proper licensing shall be provided to ORDA's designated Representative.
- B. New York State Prevailing Wage

Proposers shall be subject to comply with the New York State Prevailing Wage for all on-site labor. Trade determinations are the responsibility of the Vendor. A General Wage Rate is provided in the Appendix Section for Estimating, a Project specific Prevailing Wage Rate shall be secure if the Project advances to Phase II.

1.3 CURRENCY

The Pricing Information shall be priced in U.S. dollars (\$) currency only.

1.4 BONDS

A. Bonding Requirements

A Proposal Bond in the form of a Bid Bond must accompany each Proposal that is submitted for the Project. The Proposal Bond must be presented in the form of a certified check or in the Bid Bond form provided and shall be in the amount of 2.5 percent (%) of the dollar Fee amount. The Proposal Bond shall be issued by a surety meeting the financial requirements stated in Section 00 43 13 - Form of Bid Security Bond and listed as possessing a Certificate of Authority under U.S. Department of the Treasury Circular 570.

- a. Phase I – Bid Bond: The Phase I Bid Bond is required with the submission of the Phase I Proposal. There shall be no Phase I Labor and Payment Bond or Performance Bond.
- b. Phase II – Bid Bond: The Phase II Bid Bond is required with the submission of the Phase II Proposal. The Phase II Labor and Payment Bond, and Performance Bond shall be submitted with the Phase II Purchase Order, at which time the Phase II Bid Bond shall be returned, or if the Owner elects not to issue a Phase II Purchase Order.

B. Return of Proposal Bond

- a. Phase I - All Phase I Bid Bond(s) that were presented in the form of a certified check, except those of the apparent Best Value Proposer and the apparent “next” Best Value Proposer, will be returned immediately following the announcement of the Best Value Determination. The retained surety of the Proposer who is not Awarded the Contract, if presented in the form of a certified check, will be returned within ten days following the execution of the Purchase Order.
- b. Phase II - The retained surety of the successful Proposer, if presented in the form of a certified check, will be returned after satisfactory payment and performance bonds have been furnished and the Purchase Order has been executed.
- c. Sureties that have been presented in the form of a bond will be returned only upon the request of the Proposers after execution of the Contract.

1.5 RIGHTS RESERVED

- A. Each Proposer understands and agrees, by submitting its Proposal, that ORDA reserves the right to reject any or all Proposals, or part of any Proposal, and that the Proposal may not be withdrawn for a period of 60 days subsequent to the Proposal Due Date, without written consent of ORDA.

- B. Each Proposer further understands and agrees that if it should withdraw any part or all of its Proposal within 60 days after the Proposal Due Date without the consent of ORDA, should refuse or be unable to enter into the Purchase Order, as provided under the ITP, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided herein, or refuse or be unable to furnish the Proposal Information Pricing Information specified, it shall forfeit its Proposal Bond.
- C. The Proposer understands that any material alteration of documents specified in this ITP or any of the material contained on the Proposal Bond, other than that requested, will render the Proposal non-responsive and non-compliant.

1.6 NUMBER OF COPIES

- A. Hard Copy of Proposals
 - a. Phase I - One (1) original and five (5) copies, including Final Deliverables.;
 - b. Phase II - One (1) original and five (5) copies of the Technical Proposal and all Final Deliverables.
- B. Electronic Copy of Proposal
 - a. In addition to the submission of copies of the Proposal printed on paper, Proposers shall submit one copy of the full Proposal in electronic format on non-copy-protected flash drives. A separate flash drive shall be used for the submission of each section of the Proposal.
 - b. Submitted electronic files shall be, as appropriate, either: (i) in searchable portable document format (pdf); or (ii) in spreadsheet format as specified herein. No file protection or password protection shall be applied to file contents.
 - c. For each file and for each folder/sub-folder (if used) submitted by the Proposer on the flash drives, the relevant section, part and/or appendix of the Proposal shall be clearly communicated via the filenames and (if used) the folder/sub-folder names adopted by the Proposer.
 - d. The front of each flash drive shall be labeled with the name of the Project, Project Proposal, – “Section name” and the date of issue of the Proposal and the Proposer’s name.
 - e. The flash drive(s) for each section shall be securely submitted bound inside the original copy of the relevant section of the Proposal.
 - f. If there is any discrepancy between the content of the flash drive and the content of the paper- based submission, the content of the signed original Proposal submitted on paper shall take precedence.

PART 2 CONTENT OF PROPOSAL

2.1 PROPOSAL SUBMISSION

A. General:

- a. Proposals shall be submitted in two (2) phases. The first submission shall be for Phase I – Retail Store Final Layout/ Development and Costing. ORDA shall review submissions in accordance with Part 3 Evaluations.
- b. The second submission shall be for Phase II – Retail Store Manufacturing and Installation and supporting On-Site Facilities. ORDA shall review submissions in accordance with Part 3 Evaluations.

B. PHASE I – “Retail Store Final Layout/ Development and Costing” submissions shall include the following:

- a. Tab A. Organization: Include a **cover letter** with the following items:
 - i. The legal name of the firm, title, telephone number, fax number and email address of the individual within the firm who will be ORDA’s primary contact concerning this RFP.
 - ii. The identities of the primary staff proposed to provide services relating to this RFP.
 - iii. The cover letter must be signed by the individual(s) authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm. ORDA reserves the right to reject a technical proposal that contains an unsigned cover letter.

Provide a description of the firm’s organization and the resumes of partners, principals, associates and other staff proposed to provide services to ORDA. Provide the complete list of all sub-consultants that your firm will be using to fulfill the scope of services. Review Section 011001 Scope and Summary of Work for Retail Store Contract, Sub-Part 1.7, Item 1.

- b. Tab B: Experience to Similar Projects: Provide a description of the firm’s experience per Section 01 10 01 Scope and Summary of Work for Retail Store Contract, Sub-Part 1.7 Qualifications, Item 1 Organization and Process. Provide description and relevant information as required by Section 01 10 01 Scope and Summary of Work for Retail Store Contract, Sub-Part 1.7 Qualifications, Item 2 Similar Projects.
- c. Tab C: Compliance to Specifications: Provide complete descriptions, technical information, Cut-Sheets, Specifications and other related documentation to demonstrate that the manufactured system can meet and/or exceed the performance specifications as presented in Section 11 21 00 Retail Store
- d. Tab D: Approach to Project: Provide a complete approach to the project as per as per Section 01 10 01 Scope and Summary of Work for Retail Store Contract, Sub-Part 1.9 Contract Description, Item 3 Approach to Project, a. Phase I – System Final Layout / Development Costing.
- e. Tab E: Schedule: Provide a Preliminary Schedule, as per Section 01 10 01 Scope and Summary of Work for Retail Store Contract, Sub-Part 1.8, Item 2.
- f. Tab F: Proposal Cost and Format: Provide a Cost Proposal as per Section 01 10 01 Scope and Summary of Work for Retail Store Contract, Sub-Part 1.14, Item 1.

- C. PHASE II – “Retail Store Manufacturing and Installation” submissions shall include the following:
- a. Project Team Organizational Chart and Cover Letter:
 - i. Tab A. Include a **Project Team Organizational Chart** with the identities of the Final Project Team to provide services.
 - Principal for Vendor: Highest decision maker for the organization who can make binding contractual decisions.
 - Project Manager for Vendor: Direct employee of Vendor responsible for being the Point of Contact for the Owner.
 - Project Engineer for Manufactured System: Direct or indirect employee of Vendor responsible for engineering of the manufactured system for the project.
 - Site Superintendent: Direct or indirect employee of the Vendor that will represent the Vendor during the installation of the System with the authority to act for the Vendor, all direction given to the Vendor’s Representative shall be as binding as if given to the Vendor.
 - Others: Identify all other Team Members that will have a material / critical role in the delivery of the System.
 - ii. For those who are not sub-consultants to the Vendor, provide the legal name of the firm that they represent. Provide the titles, telephone number, fax number and email address of all the individuals on the Organizational Chart.
 - iii. Provide a cover letter signed by the Principal for the Vendor as required to be identified above and shall be authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm. ORDA reserves the right to reject a technical proposal that contains an unsigned cover letter.
 - b. Tab B. Estimate: Provide an Estimate for the Retail Store Contract. The estimate shall be developed in accordance with Schedule F – Cost Control (located in Appendix “D”)
 - c. Tab C. Project Plans and Specifications: Provide an 80% complete set of Project Plans and Specifications based on the requirements of Section 11 21 00 Retail Store and the information presented in Phase I and feedback and comments provided by the Owner.
 - d. Tab D. Approach to Project: Provide a complete approach to the project as per as per Section 01 10 01 Scope and Summary of Work for Retail Store Contract, Sub-Part 1.9 Contract Description, Item 3 Approach to Project, b. Phase II – “Retail Store Manufacturing and Installation.”
 - e. Tab E. Schedule: Provide a Preliminary Schedule, as per Section 01 10 01 Scope and Summary of Work for the Retail Store Contract, Sub-Part 1.8, Item 3.
 - f. Tab F. Proposal Cost and Format: Provide a Cost Proposal as per Section 01 10 01 Scope and Summary of Work for the Retail Store Contract, Sub-Part 1.14, Item 1.

PART 3 PROPOSAL EVALUATIONS

3.1 PROPOSAL REVIEW

PHASE I: ORDA has determined that award of the Contract based on a determination of the Proposal that offers the Best Value to ORDA, taking into consideration the compliance to the specifications presented in Section 11 21 00 Retail Store and the ability to deliver such a system based on the Vendors qualifications and experience and ability to meet the schedule.

PHASE II: ORDA has determined that award of the Contract based on a determination that the Proposal will continue to offer the Best Value to ORDA, taking into consideration the compliance to the specifications presented in Section 11 21 00 Retail Store and the ability to deliver such a system based on the Vendors qualifications and experience and ability to meet the schedule and the cost of the Phase II proposal. If ORDA believes that the Best Value is not being obtained during the Phase II process with the first qualified vendor, ORDA reserve the right to terminate negotiations and restart the process at Phase I with the second most qualified vendor. This process can continue with all qualified Vendors until ORDA secures the Best Value in both Phase I and Phase II.

3.2 PHASE I PROPOSAL REVIEW

- A. An Evaluation Team of four members appointed by ORDA, plus the Director of Environmental, Planning and Construction will determine the Scoring Phase I Proposal based on the overall weighted percent score of each item on the Phase I Best Value Evaluation Factor Sheet. The Evaluation Team's scoring will be submitted to the Director for review and validation. The Director will then assess the Recommendation and make a final determination as to which Proposal offers the "Best Value" considering the total of the Evaluation Team's scoring.
- B. The Evaluation Team reserves the right to conduct an on-line interview with the Proposers. A minimum of 48 hours' notice shall be provided. The on-line interview will be conducted via Microsoft Teams.
- C. All Proposers shall be notified in writing on the decision of the Evaluation Team.
- D. All Proposers agree to adhere to the findings of the Evaluation Team and that the Evaluation Scoring System is confidential and not subject to FOIL by the firm, their sub-consultant or any third party.
- E. Debriefings: Proposers not selected are eligible for a Debriefing. Request shall be in writing within five (5) days of notice of no award. Debriefing shall be via phone or other electronic communication means. Score shall not be disclosed but each area that was scored may be reviewed and comment can be provided.

3.3 PHASE II PROPOSAL REVIEW

- A. The Proposal will be evaluated on the pass/fail based on the evaluation factors identified Phase II Best Value Evaluation Factor Sheet. In order to be considered for award of the Contract, the Proposal must receive a "pass" rating on all pass/fail factors.
- B. An Evaluation Team appointed by ORDA will determine the pass/fail status and overall quality rating of the Proposal. The Evaluation Team's quality factor scoring will be submitted to ORDA's Director for review and validation. The Director will review the

evaluation factors Proposals and prepare a recommendation on if the Proposal represents a “Best Value” to ORDA.

- C. ORDA reserves the right to reject any or all Proposals, to waive technicalities, or to advertise for new Proposals, if in the judgment of ORDA the best interests of ORDA of New York will be promoted thereby.

3.4 PROPOSAL EVALUATION FACTORS FOR WEIGHTED SCORES

- A. The proposal evaluation factors for weighed scores shall be based on the criteria / qualitative evaluation factors and subfactors listed within the Evaluation Criteria Sheet.
- B. Review the entire Project Manual for all applicable information and data regarding evaluation guidelines specified with special attention given to the desired quality expressed in the statement of each factor and/or subfactor.

3.5 PROPOSAL “PASS/FAIL” EVALUATION FACTORS

- A. The factors identified below will be evaluated as part of the “pass/fail” of the “Organization and Process” item.
- B. Failure to achieve a “Pass” rating on any “Pass/Fail” factor will result in the Proposal being declared unacceptable and the Proposer being disqualified.
 - a. Legal Pass/Fail Factors: The Legal pass/fail requirements are as follows:
 - i. Provision of a properly completed and executed Cover Page Form
 - ii. Provision of evidence that the Persons proposed to carry out engineering within ORDA hold appropriate licenses or that they have the capability to obtain licensure prior to execution of Contract;
 - iii. Provision of other specified forms and documents that do not identify any material adverse information;
 - iv. The organizational documents shall show that the Proposer has legal capacity to undertake manufacture and construction of the Project, shall include appropriate provisions for management and decision-making and a statement affirming that, if selected for contract award, in the event of bankruptcy or withdrawal by any member of the Team, the Proposer will substitute a firm with equivalent or better qualifications to complete the project. Any such substitution must first be approved by ORDA before the substitute firm commences work on the project; and Compliance with any other legal requirements as identified in the ITP.
 - b. Financial Pass/Fail Factors: The financial pass/fail requirements are as follows:
 - i. Provision of specified forms and documents signed (if required), and compliance with any other financial requirements, as identified in this ITP.
 - c. Administrative Pass/Fail Factors: The administrative pass/fail requirements are the following:
 - i. Provision of forms included in this RFP, signed (if required);
 - ii. Provision of information specified in this ITP without alteration of the forms except as expressly permitted by the instructions; and

- iii. No member of the Proposer's Team appears on the list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" as described in this ITP.
- d. Fee Proposal Pass/Fail Factors: The pass/fail requirements relating to the Fee Proposal are as follows:
 - i. Provision of the Proposal Bond; and
 - ii. The Fee Proposal is complete, fully conforms to the requirements of the RFP; is not significantly unbalanced relative to the scope of the Work; and does not contain inaccurate, incomplete, and/or unreasonable prices. ORDA may determine that the Fee Proposal is non-responsive if ORDA determines, in its sole discretion, that the Fee Proposal does not provide all information in conformance with the RFP.

3.6 EVALUATION GUIDELINES

- A. Quality Evaluation Factors: The quality evaluation factors, and the overall Technical Proposal will be rated by a numerical method.
- B. Communications
 - a. ORDA, through its Designated Representative, may engage in communications with the Proposers, through their Designated Representatives, after receipt of Proposals, allowing Proposers to provide clarifications to their Proposals if ORDA elects to proceed with discussions and a request for revised Proposals.
 - b. This process will be initiated by request from ORDA to the Proposer identifying the information needed and a date and time by which the information must be provided.
 - c. The Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not received timely, the Proposer's ratings may be adversely affected and/or the Proposal may be declared unacceptable.

3.7 BEST VALUE DETERMINATION

- A. ORDA has determined that Award of the Project, based on a Best Value determination, provides the best opportunity to obtain the right Vendor to assure a successful Project. The time frame to complete the Project and the importance of quality in the completed Project resulted in the necessity to place the maximum possible flexibility in the hands of the Vendor to plan, manufacture, install and provide any miscellaneous relevant site related engineering and installation for the Project. Although price is an important factor, compliance with the Performance Specification is the overriding factor in determining the Project's success. ORDA's Procedures for the evaluation and selection of Proposals were developed to provide a comprehensive evaluation of compliance and quality, that when combined with price, will result in the selection of the appropriate Vendor.
- B. ORDA will rate the Phase II Proposal for pass/fail. ORDA will perform an evaluation of factors, including subfactors and price with the overall performance specifications,

quality rating and price having the relative importance. Based on the professional judgment of the Selection Official(s), ORDA will select the responsive Proposer providing a fully compliant Proposal that represents the Best Value to ORDA.

- C. In determining the Best Value, ORDA will evaluate the factors and subfactors and assign an overall quality rating for each Proposer using the guidelines herein. ORDA will also determine whether the Price Proposals are responsive.
- D. ORDA will not Award the Contract to any Proposer that receives a “fail” rating on any pass/fail factor or subfactor. ORDA will not Award the Contract to any Proposer that ORDA determines has submitted a Non-Responsive Price Proposal.

3.8 POST SELECTION MEETINGS

- A. ORDA may meet with the selected Proposer prior to Award at any time after selection.
- B. Debriefing: Firms not selected are eligible for a Debriefing. Request shall be in writing within five (5) days of notice of no award. Debriefing shall be via phone or other electronic communication means. Score shall not be disclosed but each area that was scored may be reviewed and comment can be provided.

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Contract Name: Retail Store Contract

**PHASE I – RETAIL STORE FINAL LAYOUT/ DEVELOPMENT AND COSTING: BEST VALUE EVALUATION FACTORS
(EVALUATION CRITERIA SHEET)**

Quality Evaluation Factor	Weight (% of Score)	Submission Components	Criteria / Qualitative Evaluation Factors/Sub-Factors
A. Organization	15% (15 points)	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.7 Qualifications, Item 1 Organization and Process	i. Highest compliance to Section 011001, Sub-Part 1.7, Item 1 will be given highest scoring. ii. Lowest compliance to Section 011001, Sub-Part 1.7, Item 1 will be given lowest scoring.
B. Experience to Similar Projects	10% (10 points)	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.7 Qualifications, Item 2 Similar Projects	i. Highest compliance to Section 011001, Sub-Part 1.7, Item 2 will be given highest scoring. ii. Lowest compliance to Section 011001, Sub-Part 1.7, Item 2 will be given lowest scoring.
C. Compliance to Specifications	40% (40 points)	Section 112100 Retail Store Specifications a. Sub-Part 1.5 Performance Specifications, Item 1. General b. Sub-Part 1.5 Performance Specifications, Item 2. Design Components	i. Highest compliance to Section 112100, Sub-Part 1.5, Items 1 & 2 will be given highest scoring. ii. Lowest compliance to Section 112100, Sub-Part 1.5, Items 1 & 2 will be given lowest scoring.
D. Approach to the Project	15% (15 points)	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.9 Contract Description, Item 3 Approach to Project, a. Phase I – System Final Layout/Development and Costing.	i. Highest compliance to Section 011001, Sub-Part 1.9, Item 3a will be given highest scoring. ii. Lowest compliance to Section 011001, Sub-Part 1.9, Item 3a will be given lowest scoring.
E. Schedule	10% (10 points)	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.8 Schedule, Item 2.	i. Highest compliance to Section 011001, Sub-Part 1.7, Item 2 will be given highest scoring. ii. Lowest compliance to Section 011001, Sub-Part 1.7, Item 2 will be given lowest scoring.
F. Proposal Cost and Format	10% (10 points)	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.14, Item 1.	i. Highest compliance to Section 011001, Sub-Part 1.14, Item 1 will be given highest scoring. ii. Lowest compliance to Section 011001, Sub-Part 1.14, Item 1 will be given lowest scoring.

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PHASE II – RETAIL STORE MANUFACTURING AND INSTALLATION: BEST VALUE EVALUATION FACTORS
(EVALUATION CRITERIA SHEET)

Quality Evaluation Factor	Submission Components	Evaluation Factors
A. Organization and Process	Section 001125 Proposal Requirements a. Sub-Part 2.1 Proposal Submission, Item C, a. Organization Chart and Cover Letter. b. Sub-Part 3.4 “Pass/Fail” Evaluation Factors	Pass / Fail
B. Estimate	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.7 Qualifications, Item 2 Similar Projects	Pass / Fail
C. Project Plans and Specifications	Section 112100 Retail Store a. Sub-Part 1.5 Performance Specifications, Item 1. General b. Sub-Part 1.5 Performance Specifications, Item 2. Design Components	Pass / Fail
D. Approach to the Project	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.9 Contact Description, Item 3 Approach to Project, b. Phase II – Retail Store Manufacturing and Installation	Pass / Fail
E. Schedule	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.8 Schedule, Item 4.	Pass / Fail
F. Phase II Fee Proposal	Section 011001 Scope and Summary of Work for Retail Store Contract a. Sub-Part 1.14, Item 2.	Pass / Fail

Addendum Acknowledgment

PIN: ARN.19.006

Project Name: ORDA Conept Store

CIN: ARN.19.006.110

Contract Name: Retail Store 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 Bid 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 BID is by a corporation)

Attest:

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

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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.

OEPC-3

Olympic Regional Development Authority

00 21 12

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SECTION 00 21 13.1
INSTRUCTIONS TO PROPSERS
BEST VALUE PROCUREMENT OF
ENGINEERED / MANUFACTURED SYSTEM

1. EXAMINATION OF REQUEST FOR PROPOSAL

- 1.1. The Request for Proposal (RFP) will be issued by ORDA's Office of Planning and Construction (OEPC) and/or Contracting Office upon request specified information in the Invitation for RFP. ORDA reserves the right to release these documents electronically or in hard copy.
- 1.2. Carefully examine and be familiar with the RFP.
- 1.3. This RFP is being administered under the Best Value Procurement Policy. Refer to Section 00 21 13.2 Supplemental Conditions – Instructions to Proposers for Best Value Procurement.

2. VISIT TO THE SITE

- 2.1. Visit the Site of the where the Work identified in the RFP will occur prior to submitting your Proposal. Refer to the Invitation for RFP 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 RFP. 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 or an extension of time to submit the proposal.
- 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 RFP
 - **Alternate:** (In the event that the Primary Designated Contact(s) are unavailable, the Alternate Contracts may be contracted as indicated below:
 - Robert W. Hammond, Director of Environmental, Planning & Construction, telephone – (518) 302-5332
 - Kirk Bassarab, PE, Assistant Director of Environmental, Planning & Construction, telephone – (518) 302-5374
- 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 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 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 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, 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 proposal 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
bhammond@orda.org

- 3.3.1. Prospective proposers shall examine the Request for Proposal 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 proposers are responsible for ensuring that all addenda have been incorporated into the proposal. The requirements contained in all Request for Proposal 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 PROPOSALS**
- 4.1. Prepare each proposal as instructed in the Request for Proposals (RFP). ***Enter all amounts in numerals in whole dollar amounts.*** No post bid meetings will be afforded to any proposal to explain or clarify illegible or changed entries.
- 4.2. Proposal shall be submitted in duplicate in a sealed envelope clearly and distinctly marked with the Project Name, the contract number and the proposer's name.
- 4.3. Proposal fee shall not include sales and compensating use taxes on materials incorporated into the work.
- 4.4. Proposers shall be solely responsible for the delivery of their Proposal in the manner and time prescribed.
- 4.5. Mailing Address: Include street address. Addenda sent by other than US Postal Service cannot be delivered to Post Office Boxes.
- 4.6. Each Proposal must be accompanied with the following. Bids received without these items may be rejected:
- 4.6.1. Completed Proposal as required by the RFP – Signed by a duly authorized officer of the company,
- 4.6.2. Acknowledgement of Addenda(s),
- 4.6.3. Proposal Bond (ORDA's Form) or certified check for a sum equal as identified in Section 00 11 25 Proposal Requirements, Part 1.4 Bonds payable to Olympic Regional Development Authority,
- 4.6.4. OEPC-3 Offerer Disclosure of Prior Non-Responsibility Determinations.

5. PROPOSAL SECURITY INFORMATION

- 5.1. Proposal security is required as a guarantee that the proposal 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 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. Bid 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 bid security of the successful proposal will be returned, without interest, pending acceptance of the required bonds and the execution of Contract. The second low proposal's bid security will be returned after the successful proposal executes the Contract. The bid security of all other proposers with a bid security in the form of checks will be returned as soon as possible after the apparent low proposal has been determined.
- 5.3. Bid Bonds, due to their nature, will not be returned.
- 5.4. Sign the Bid Bond in the space provided. An officer or a principal of a corporation or a partnership signing for the proposal shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature above "Principal". The same procedure shall apply to the bid security of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. The same procedure shall apply to the signature for the Attorney-in-Fact. All signatures must be original. Electronic, mechanically-reproduced or stamped signatures, or copies, are not acceptable for either signature. Submitted Bid Security that does not conform to these requirements will be disqualified.

6. SUBMISSION OF PROPOSALS

- 6.1. Submit Proposal, bid security, Acknowledgment of Addenda(s), and form OEPC-3 – Offerer Disclosure of Prior Non-Responsibility Determinations in a sealed envelope. Telephone or fax bids 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 RFP **"Schedule of Important Dates and Times"**.
- 6.3. A late proposal may 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 may not be eligible for consideration and is such will be returned unopened with notification of the reason for its refusal.

7. WITHDRAWAL OF PROPOSAL

- 7.1. 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 due date, the request must be prepared on company letterhead, signed by a principal of the proposal firm, and faxed to (518) 523-4309, 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 bid 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.

- 7.2. 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 bid security.
- 7.3. Following a timely request for withdrawal of a proposal, the bid security will be returned if the proposal establishes, by credible evidence, including original documents when requested, the following:
- 7.3.1. An error, clerical as opposed to judgmental in nature and verifiable by written evidence, occurred in the computation of the proposal,
 - 7.3.2. 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,
 - 7.3.3. 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.
 - 7.3.4. If the proposer fails to meet its burden of proof, the request to withdraw without penalty shall be denied and its bid security will be forfeited and become the property of the ORDA. The decision of OEPC shall be final and conclusive.
 - 7.3.5. 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.
- 7.4. 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 Instructions 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.

8. DISQUALIFICATION

- 8.1. Any proposal which fails to conform to the requirements of the RFP may be rejected.
- 8.2. The Director may waive any informality or afford the proposer an opportunity to remedy any deficiency resulting from a minor informality or irregularity.
- 8.3. ORDA reserves the right to disqualify proposers, before or after proposal opening, upon evidence of collusion with third parties or other illegal practices upon the part of the proposal.
- 8.4. ORDA reserves the right to disqualify proposers, before or after proposal opening including but not limited to any of the following which may be considered just cause to disqualify a bid:
- 8.4.1. Evidence of collusion, directly or indirectly,
 - 8.4.2. Any attempt to improperly influence any staff,
 - 8.4.3. Proposer's prior work and/or performance on past contracts,
 - 8.4.4. Incomplete or incorrect information submitted as part of the proposal,

- 8.4.5. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- 8.4.6. Proposer's default under any agreement, which results in termination of the Agreement.
- 8.5. 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. **GOVERNING LAWS AND REGULATIONS ADMINISTERED BY OTHER DEPARTMENTS**
- 9.1. Taxes: All taxes pertaining to the Work must be paid. Address inquiries regarding taxes to the Tax Collecting Agency. For information regarding sales and use taxes contact the Sales Tax Bureau, Department of Taxation and Finance.
- 9.2. While all applicable laws, rules and regulations of the State of New York are incorporated by reference in this Contract, take special note of the provisions of the Labor Law and Industrial Code Rule 23 relative to the safety of workers and of persons lawfully occupying or using the premises. Address inquiries regarding labor law provisions to the New York State Department of Labor.
- 9.3. Anti-Discrimination Clause: Discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status is prohibited.

10. **OPENING OF PROPOSALS**

Proposals **shall not** be opened publicly.

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

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

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

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

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

<https://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 proposal 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 proposers become familiar in advance with all of the requirements of the CCA-2. As mentioned in 12.2, proposers who do not have a Vendor ID are encouraged to obtain one in advance of the bid opening.
- 11.4. All proposers 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-PROPOSAL 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 RFP, 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 Fee. Such breakdown shall be prepared in accordance with industry standards and/or the RFP.
 - 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 Proposal'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. MWBE/SDVOB Plan(s) shall be submitted by the Best Value Proposer(s), within five (5) business days after the proposal opening. The Owner reserves the right to request MWBE/SDVOB Plan(s) be submitted by the three (3) lowest responsible Proposer(s), for each Prime Contract, within five (5) business days after the proposal opening. This right shall be exercised by written notification.
- 12.4. 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.
- 12.5. 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 proposal .

13. QUALIFICATIONS OF PROPOSERS

- 13.1. All prospective proposers 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 submitting a proposal 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 shall be based on the Best Value Competitive Bidding and Procurement Policy.
- 14.2. ORDA shall determine the Best Value Bid 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 proposal. Unit prices **shall not** be used to determine the low proposal.
- 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 bid 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 Vendor 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 bid 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 Vendor 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 site or as required by the NYS Department of Labor as related to the work related to 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

19.1. The following items will be incorporated into, and made part of, the formal agreement: (1) ORDA’s Invitation for RFP; (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 (RFP).

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 RFP. 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 RFP.

20.9. Public announcements or news releases regarding this RFP 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 Proposer 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 Proposal 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 RFP.
 - 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 Proposers for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Proposers 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. PROPOSAL DEBRIEFING

- 21.1. Upon notification of the selection and award of a contract unsuccessful Proposers 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, Proposal 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 Proposers/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/reg/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, proposal /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 proposals, 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

PLANROOM 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

PLANROOM COPY NOT FOR BIDDING

**FORM OF BID BOND – BID SECURITY STATE
OF NEW YORK
OLYMPIC REGIONAL DEVELOPMENT AUTHORITY - DESIGN AND CONSTRUCTION**

Sub. 3, Sec. 8 - Public Buildings Law

KNOW ALL MEN BY THESE PRESENTS, That _____

(Name of Contractor)

(Address)

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

WHEREAS, the Principal has submitted to the New York State Olympic Regional Development Authority, a
proposal for **ORDA Project No. and Name** dated *, _____

AND

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

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

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

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

Signed, sealed and delivered in the presence of:

(Corporate seal of Principal if a corporation)

(L.S)

(L.S)

Principal

(Corporate seal of Surety Co.) _____ Company

Attorney-in-fact

Witness

Name

Name

(Acknowledgement by principal, unless it be a corporation)

Olympic Regional Development Authority

00 43 13

Page 1 of 2

STATE OF NEW YORK

SS.:

COUNTY OF _____

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

County

(Acknowledgment by principal, if a corporation)

STATE OF NEW YORK

SS.:

COUNTY OF _____

On this ____ day of _____, 20____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he 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 corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

County

(Acknowledgment by Surety Company)

STATE OF NEW YORK

SS.:

COUNTY OF _____

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

Notary Public

County

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 New York State Olympic Regional Development Authority, (hereinafter called "ORDA"), 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 ORDA, **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 ORDA against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said ORDA or its officers or agents or which the said ORDA 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 ORDA 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 ORDA, 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

_____ 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

(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

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 New York State Olympic Regional Development Authority, (hereinafter called "ORDA"), 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 ORDA, **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

Labor & Payment Bond



Vendor:

Project Name:

Ship To:

Please E-Mail invoices to kdonahue@orda.org and CC the Project Manager, use Return Receipt. _____ (Initial)

Requested By	FOB	Terms
	FOB Destination, Freight Prepaid	30 Net

Description	Line Total
	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
Subtotal	\$ 0.00
Shipping	\$ 0.00
Balance Due	\$ 0.00

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
PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

The Purchase Order and these Purchase Order Standard Terms and Conditions, and any attachments thereto (collectively the “Purchase Order” or “Contract”), are the exclusive terms and conditions applicable to the named seller’s (“Contractor” or “Seller”) furnishing of the goods and/or services specified herein (“Goods and Services”) for the benefit of the Olympic Regional Development Authority (“ORDA” or “Buyer”).

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 Buyer’s authorized representative. Seller represents that the prices charged for the Goods and Services 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 Goods and Services after furnishing, 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 Goods and Services.
3. **DELIVERY:** Time is of the essence hereof. The furnishing of the Goods and Services 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 or performance of the Goods and Services, 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 Goods and 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 the furnishing of Goods and Services to inspect the Goods and Services furnished. All Goods and 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 Goods and 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 Goods and Services at Seller’s expense and risk. If rejection is by notice in writing, Buyer may thereafter either hold the rejected Goods and Services at Seller’s expense and risk or return Goods and Services to Seller at Seller’s expense and risk. Rejection and refusal to accept Goods and Services 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 Goods and Services until this Purchase Order is fully performed and all terms and conditions met.
5. **WARRANTIES:** Seller expressly warrants that the Goods and Services 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 the Goods and Services 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 Goods and 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 Goods and Services. 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 Goods and Services furnished prior to such cancellation.
7. **CONFIDENTIAL 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 Goods and Services 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 the 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 furnish the Goods and Services 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 wages 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 Goods and Services 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/or completion and the acceptance of the Goods and Services. Discount periods will be computed from either the date of delivery plus three (3) 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.
12. **TITLE AND RISK OF LOSS:** Except as otherwise expressly provided herein, title to and risk of loss on all Goods and Services shipped by Seller to Buyer shall pass to Buyer at f.o.b. destination. 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. INDEMNIFICATION:

13.1. Seller shall be responsible for bodily injury (including exposure to toxic substances), sickness, disease or death sustained by any person, or to injury to or destruction of tangible property (including loss of use), arising out of or resulting from the performance of this Purchase Order or negligent or otherwise tortious acts, errors or omissions and/or willful misconduct of Seller and its agents, consultants, subcontractors, guests, invitees, employees, servants, lessees and/or concessionaries and anyone directly or indirectly employed by any of them or anyone for whose acts any may be liable (each a "Responsible Party"), regardless of whether or not a claim arises under Labor Law Sections 200, 240 and/or 241, Industrial Code Rule 23 and/or common law negligence, or by reason of liability imposed by operation of law.

B. To the fullest extent permitted by law, Seller shall defend, indemnify, hold harmless and release Buyer, the State of New York, the record owner of the real property on which the Goods and Services are being furnished and/or performed, any public benefit corporation, railroad or public utility whose property or facilities are affected by the Goods and Services, and/or their respective affiliates, members, partners, directors, officers, employees, consultants, contractors and/or agents (individually, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all suits, claims, liabilities, fines, damages and/or any types of action whatsoever, including attorneys' fees, defense costs and legal costs, for bodily injury (including exposure to toxic substances), sickness, disease or death sustained by any person, or to injury to or destruction of tangible property (including loss of use), arising out of or resulting from the performance of this Purchase Order or negligent or otherwise tortious acts, errors or omissions and/or willful misconduct of any Responsible Party, or by reason of liability imposed by operation of law.

C. Buyer may retain such monies from the amount due Seller as may be necessary to satisfy any claim for damages recovered against the Indemnified Parties. Seller's obligation under this paragraph shall not be deemed waived by the failure of Buyer to retain the whole or any part of such monies due Seller, or where such suit, action, damages, and/or costs have not been resolved or determined prior to release of any monies to Seller under this Purchase Order.

D. The obligation of Seller to indemnify the Indemnified Parties (1) shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits, including workers' compensation or other employee benefit acts, provided by Seller, and (2) shall not be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Indemnified Parties.

E. Seller has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the Indemnified Parties. This obligation shall include the cost of attorneys' fees, disbursements, costs and other expenses incurred in connection with such action or proceeding. Notwithstanding the foregoing, Buyer reserves the right to join such action or proceeding, at its sole expense, when it determines there is an issue involving a significant public interest.

F. The obligation of Seller to indemnify does not extend to those suits, claims, liabilities, fines, damages and types of action which arise out of the sole negligence of an Indemnified Party.

G. The provisions of this Article shall survive the expiration or termination of this Purchase Order.

14. PATENT INDEMNITY: If the Goods and Services 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 Goods and Services, or any part thereof, furnished hereunder. In case the use or 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.

15. 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, Buyer will make payment to Seller for all Goods and Services furnished prior to termination, Seller will have no claim against Buyer by reason of such termination and Seller shall not be entitled to recover lost profits on account of Goods and Services not furnished. 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 the Goods and 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.

16. FAIR EMPLOYMENT PRACTICES:

a. The Contractor, 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 such person's hire, tenure, terms, conditions or privileges of employment or hire because of such person's religion, race, color, national origin, sex or handicap, that is unrelated to the individuals ability to perform the duties of a particular job or position. The Contractor 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 subcontractors.

b. The Contractor shall not discriminate against any employee or applicant for employment, training education or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to such person's hire, promotion, job assignment, tenure, terms, conditions or privileges of employment, because of race, color, creed, national origin handicap or sex.

c. The Contractor 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.

17. 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 Goods and Services, 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.

18. 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.

agreement shall not be valid or enforceable until it has first been approved by the Comptroller.

19. **GOVERNING LAW:** This Purchase Order is to be construed and interpreted according to the laws of the State of New York without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this Purchase Order will be maintained by and subject to a court of competent jurisdiction located in the State of New York. Seller hereby irrevocably submits to the exclusive jurisdiction of the Supreme Court, County of Essex, State of New York for the purpose of any action by the parties relating to or arising in whole or in part under or in connection with this Agreement and hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that Seller is not subject personally to the jurisdiction of the above-named court, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens or should be transferred or removed to any court other than one of the above-named courts.
20. **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.
21. **EXECUTORY CLAUSE:** In accordance with Section 41 of the State Finance Law, ORDA shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
22. **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.
23. **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.
24. **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.
25. **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.
26. **ENTIRE AGREEMENT:** This Purchase Order 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.
27. **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, such person, and any firm, partnership or corporation of which such person 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 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 such person 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.
28. **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.
29. **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.
30. **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.
31. **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.

32. **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 including but not limited to those resulting from a government-declared pandemic or epidemic, 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 Goods and Services already rendered under the agreement or to obtain refunds of monies paid for Goods and Services yet to be performed.

33. **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.

34. **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.

PRIVACY NOTIFICATION: 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. 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.

35. **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.

36. **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.
37. **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.
38. **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.
39. **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.

40. **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.

41. **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: mwbccertification@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.

42. **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.
43. **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).

44. **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.
45. **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.
46. **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.
47. **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 Contractor'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).
48. **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.
49. **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.
50. **VENDOR RESPONSIBILITY, PURSUANT TO EXECUTIVE ORDER: #192:** 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.
- 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.
- 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.
51. **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.
52. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW:** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

54. **MANUFACTURED ENGINEERED SYSTEMS AND ASSEMBLIES:** Items or elements which require or involve engineering to comply with design delegation, NYS Uniform Building Code, NYS Department of Labor regulations or Codes or other relevant Authorities of Jurisdiction of the State of New York shall be identified as Manufactured Engineered Systems and/or Assemblies. These items/elements shall be designed by a Licensed Professional Engineer certified to practice engineering in the State of New York. All manufacturing and 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 agreement or by statute or otherwise, the vendor shall be liable for an amount equal to any error and/or omission and hereby agrees to hold ORDA 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 vendor 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 vendor, 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 agreement shall create or give to third parties any claim or right of action against the vendor or ORDA beyond such as may legally exist without regard to this agreement. All Engineering and Surveying Services shall be performed in adherence to the New York State Consolidated Law, Article 145 – Engineering and Land Surveying. All Architectural Services shall be performed in adherence to the New York State Consolidated Law, Article 147 – Architecture.

55. **MANUFACTURED SYSTEMS AND ASSEMBLIES:** Items or elements which require or involve manufacturing and design to develop systems that are proprietary and/or unique that they are not covered under the NYS Uniform Building Code, NYS Department of Labor regulations or Codes or other relevant Authorities of Jurisdiction of the State of New York shall be identified as Manufactured Systems and/or Assemblies. These items/elements shall be designed by a Qualified Person or Persons with experience in the field of manufacturing. All manufacturing and design 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 agreement or by statute or otherwise, the vendor shall be liable for any error and/or omission and hereby agrees to hold ORDA 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 vendor 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 vendor, 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 agreement shall create or give to

third parties any claim or right of action against the vendor or ORDA beyond such as may legally exist without regard to this agreement.

56. **ENGINEERED SYSTEMS AND ASSEMBLIES:** Items or elements which require or involve engineering to comply with design delegation, NYS Uniform Building Code, NYS Department of Labor regulations or Codes or other relevant Authorities of Jurisdiction of the State of New York shall be identified as Engineered Systems and/or Assemblies, shall be identified as engineered systems and/or Assemblies. These items/elements 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 agreement or by statute or otherwise, the vendor shall be liable for an amount equal to any error and/or omission and hereby agrees to hold ORDA 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 vendor 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 vendor, 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 agreement shall create or give to third parties any claim or right of action against the vendor or ORDA beyond such as may legally exist without regard to this agreement. All Engineering and Surveying Services shall be performed in adherence to the New York State Consolidated Law, Article 145 – Engineering and Land Surveying. All Architectural Services shall be performed in adherence to the New York State Consolidated Law, Article 147 – Architecture.

57. **PHOTOGRAPHS/VIDEOS:** The Contractor shall not take any photographs or videos during the performance of this Contract unless necessary to fulfill the Contractor's obligations under this Contract. Any and all photographs and videos (individually, a "Photo," and collectively, "Photos") taken by the Contractor shall be the property of ORDA and shall be turned over to ORDA at the conclusion of this Contract. The Contractor shall not use any Photo, nor shall the Contractor publish or disseminate any Photo, or any part or aspect thereof, without first obtaining written approval from ORDA for such publication or dissemination and of the format and content thereof. The foregoing shall be applicable to the Contractor and its agents, servants, employees, officers, consultants, subcontractors and anyone directly or indirectly employed/retained by any of them and shall survive the termination of this Contract.

58. **USE OF UNMANNED AIRCRAFT:** In accordance with 6 NYCRR 190.8(ae), any member of the public requesting non-administrative commercial use of unmanned aircraft systems ("UAS") on State Forest Preserve land owned, managed, or maintained by ORDA, is required to apply for a Temporary Revocable Permit with the New York State Department of Environmental Conservation ("Department") before permission may be granted. The Department UAS Policy Guidance can be found at https://www.dec.ny.gov/docs/legal_protection_pdf/cp71.pdf. All other non-administrative commercial use of UAS on State lands owned, managed, or maintained by ORDA is prohibited under the terms of this Contract.



**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

PLANROOM COPY NOT FOR BIDDING

**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 Individual or

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: _____

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**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: _____

PLANROOM COPY NOT FOR BIDDING

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

PLANROOM COPY NOT FOR BIDDING

this bid have been arrived at independently without collusion, con-
on, or agreement, for the purpose of restricting competition, as to
ch prices with any other bidder or with any competitor;

wise required by law, the prices which have been quoted in this
gly disclosed by the bidder and will not knowingly be disclosed
ing, directly or indirectly, to any other bidder or to any competi-

as been made or will be made by the bidder to induce any other
r corporation to submit or not to submit a bid for the purpose of

nder the penalties of perjury that the foregoing statement is true

Partnership

Partner

)
) ss:

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 _____

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.

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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 Director's 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



Section 00 73 02

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: Office of Environmental, Planning & Construction
2634 Main Street
Lake Placid, NY 12946
insurance@orda.org

PLANROOM COPY NOT FOR BIDDING

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
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			☐ 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?			☐ Yes ☐ No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			☐ 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. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

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II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> 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? <i>(Attach additional pages if necessary.)</i>		☐ 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 <u>Business Entity</u> has in common with this firm?		☐ Yes ☐ No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		☐ 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 ☐ No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		☐ 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	☐ Yes ☐ No
(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

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
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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 government contracting process?	☐ 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.

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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 _____ \$ _____ -

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	\$ _____ -

31. TOTAL STOCKHOLDERS' EQUITY _____ \$ _____ -

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY _____ \$ _____ -

PLANROOM COPY NOT FOR BIDDING

SECTION 01 10 01
SCOPE AND SUMMARY OF WORK FOR
RETAIL STORE CONTRACT

PART 1 GENERAL

1.1 SUMMARY

- 1 References
- 2 Definitions
- 3 Terms and Conditions
- 4 Submittals
- 5 Qualifications
- 6 Schedule
- 7 Contract Description
- 8 Pre-Installation Conference
- 9 Deliver, Storage and Handling
- 10 Field Conditions
- 11 Warranty
- 12 Responsibilities Included in Work.
- 13 Payment Items and Descriptions
- 14 Manufacturing Conditions and Authorities of Jurisdiction
- 15 Information Provided by Owner

1.2 REFERENCES

1. New York State Department of Labor, Labor Law 21, 27, 200, 202-c, Part (Rule No.) 32.
2. NFPA 70 – National Electrical Code
3. NYS Uniform Building and Fire Prevention Code
4. (ICC 9IBC), 2015 Edition of the International Building Code with New York State supplement and specifically, Chapter 17 – Special Inspections and Tests.

1.3 DEFINITIONS

1. Owner – The Olympic Regional Development Authority, aka: ORDA
2. Vendor – Manufacturer / Supplier of the Retail Store Contract and all related components, items and services required to complete the design to meet the regulatory / Code requirements of the State of New York, and to provide all supporting On-Site Facilities.
3. Retail Store Contract – Fit out of the ORDA Concept Store located at the Olympic Center Link Building, featuring ORDA Venues including, but not limited to, The Olympic Center, The Olympic Jumping Complex, The Olympic Sports Complex at Mt. Van Hoevenburg, Whiteface Mountain Ski Center, Gore Mountain Ski Center, and Belleayre Mountain Ski Center. The Concept Store shall display ORDA and winter sports themed souvenirs, apparel, and merchandise. Displays within the ORDA Concept Store shall support and promote the ORDA brand and

history including, but not limited to, the 1980 Winter Olympics. The ORDA Concept Store presentation shall be unique and engaging to visitors. Required spaces within the Concept Store are: t-shirt and hockey jersey press, fitting room with mirrors, custom and moveable floor fixtures, and point-of-sale location.

4. Work – All the development, engineering, manufacturing, production, shipping, travel/room & board, customs fees / duties, import/export taxes, supervision (off and on the project site), labor (off and on the project site), tools, equipment, on-site preparation and temporary facilities, equipment and materials and all other expenses related to Phase I and Phase II required for the development, manufacturing and site specific engineering for the supply and installation of the Retail Store Contract.
5. Manufacturing – All the development, engineering and processes required to produce the products used in the Work to supply the completed Retail Store Contract.
6. Equipment and Materials – The products to be supplied to complete the Retail Store Contract.
7. Provide – Complete and deliver the Work and to furnish and install any and all equipment and materials.

1.4 FIELD CONDITIONS

1. The Vendor shall take all required efforts to become familiar with the site and history and correlated personal observation about the requirements of the Contract Documents into the development of the bid.
2. Plans and Specifications provided by the Owner is for informational purposes only. Owner shall not be responsible for interpretations or conclusion drawn from this data. The Owner shall allow access to the site for data collection with reasonable notice and during times when operations shall not be impacted.
3. The Olympic Center Link Building is currently under construction. Any/all site visits shall be organized with the designated contract. Plans and Specifications within Appendix C indicate the full construction responsibilities, by others, prior to the Retail Store Contract Vendor beginning installation.

1.5 TERMS AND CONDITIONS

1. ORDA is subject to the Freedom of Information Law (FOIL). An information considered by a party to be proprietary information and specifically designated in writing as such, shall at all times during the process and after completion of the Contract be held in confidence by the receiving party.
2. Standard Contract Terms shall apply. These Term have been embedded into all Term Agreements, Refer to; Section 00 72 14 – Standard Contract Terms
3. Confidentiality:
 - a. The term “Confidential Information” as used herein means all material and information, whether written or oral, received by VENDOR from or through ORDA or any other person connected with the PROJECT, or developed or otherwise received or obtained by VENDOR in connection with the

PROJECT or the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports and other documents, in draft or final form, including any documentation or data relating to the results of investigations, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

- b. The term "VENDOR" as used in this Part includes all officers, directors, employees, agents, representatives and sub-Vendors of VENDOR.
- c. VENDOR shall mark all Confidential Information as "Privileged and Confidential" and shall keep all Confidential Information in a secure location within VENDOR's offices. ORDA shall have the right, but not the obligation, to enter VENDOR's offices for the sole purpose of inspecting the arrangements of VENDOR for keeping the Confidential Information secure. No inspection by ORDA shall relieve VENDOR of the responsibility for the performance of its obligations hereunder.
- d. VENDOR shall hold the Confidential Information in trust and confidence, shall not disclose the Confidential Information or any portion thereof to any third party without the prior written consent of ORDA, and shall not use the Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance under this Agreement.
- e. VENDOR shall notify ORDA immediately upon receipt by VENDOR of any request for Confidential Information. VENDOR is not prohibited by this Part from disclosing portions of the Confidential Information if, and to the extent that, such portions have become generally available to the public other than by an act or omission of VENDOR or any of its subcontractors, if disclosure of such portions is required by subpoena, warrant, court order, or statutory or regulatory obligation; PROVIDED, however, that, in the event that any third party, including but not limited to a governmental employee, officer or entity, requests all or a portion of the Confidential Information, VENDOR shall immediately notify ORDA and shall cooperate with ORDA in determining whether and how to respond to such request. This may include but may not be limited to VENDOR opposing such request and cooperating with ORDA in obtaining a protective order or other appropriate remedy unless and until ORDA in writing (i) waives compliance with the provisions of this Part or (ii) determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or ORDA waives compliance with this Part or determines disclosure is legally required, VENDOR shall disclose only such portions of the Confidential Information that, in the opinion of ORDA, it is legally required to disclose, and VENDOR shall use its best efforts to obtain from the party to whom the Confidential Information is disclosed written assurance acceptable to ORDA that confidential treatment will be accorded to such portions of the Confidential Information as are disclosed.
- f. Pursuant to Section 87 of the Public Officers Law (also known as the Freedom of Information Law ("FOIL")), all records related to this PROJECT,

- including, but not limited to that of VENDOR's, that are is the possession of ORDA are subject to FOIL and presumptively open to public disclosure unless an exemption applies. VENDOR shall fully cooperate with ORDA's FOIL Officer in the case of all FOIL requests of subject matter.
- g. Each party to this Agreement agrees to comply with all laws applicable to that party's obligations under the terms of this Agreement. This includes but is not limited to ORDA's ethical obligations under the Public Officers Law, as well as its own ethics policies. ORDA acknowledges that VENDOR has an anonymous optional "Ethics Line" to which ORDA may report any suspected violation of law, regulation, code, or policy by VENDOR, its employees, agents, and/or contractors, during the term of this Agreement.
 - h. ORDA and VENDOR represent that they are not currently suspended, debarred, declared ineligible or voluntarily excluded by any federal or state entity, such that performance under the AGREEMENT is no longer possible. ORDA AND VENDOR shall notify the other party immediately if either party becomes suspended, debarred, declared ineligible or are voluntarily excluded by any federal or state entity such that performance under the AGREEMENT is no longer possible, and the party receiving such notice shall have the right to terminate the AGREEMENT in such event.
4. Architectural, Engineering and Surveying Services (If required to provide the work)
- a. All Architectural, Engineering and Surveying (A/E/S) Services shall be performed in adherence to the New York State Consolidated Law, Article 145 – Engineering and Land Surveying.
 - b. All plans and project manuals/specifications developed by A/E/S shall comply with the requirements set forth by the New York State Department of State, Division of Code Enforcement and Administration and New York Department of Education. All plans, project manuals and reports submitted to the Division of Codes or any other permitting authority or any authority of jurisdiction shall bear the stamp and signature the Registered Design Professional.
 - c. The Registered Design Professional shall procure and maintain insurance in accordance with Section 00 73 02 - Supplementary Conditions - Insurance Requirements.
5. Project Administration and Management: Work includes the following (at a minimum): consultation, research, conferences, communications, meeting minutes, progress reports and direction of the work of the project team.
- a. Disciplines Coordination / Document Checking: Tasks include coordination between the architectural work and the engineering work and other involved disciplines for the project. Review and checking of documents prepared for the project.
 - b. B-Weekly Update Calls: Provide Bi-Weekly Update Calls with Project Management Team (PMT) to review status of work. Call time will average between 30 and 60 minutes.
 - c. Schedule Monitoring: The Consultant shall monitor their work schedule and provide weekly updates on progress to ORDA' PMT.

1.6 SUBMITTALS

1. Section 01330 - Submittal Procedures: Submittal procedures.
2. Shop Drawings / Design Drawings: Manufactured Systems Shop Drawings shall comply with requirements of New York State Department of Labor, Labor Law 21, 27, 200, 202-c, Part (Rule No.) 32 and NYS Department of Education requirements for a Permitting Authority.
3. Product Data: Provide all product data as required to confirm compliance with the Request for Proposals. All deviations of materials shall be specifically identified under "Requests for Deviation from Product Specifications" or Vendor shall be responsible for the original product specification as specified in the RFP by Owner.
4. Manufacturer's Installation Instructions: Provide installation instructions to allow review of process by third party.
5. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
6. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacture.

1.7 QUALIFICATIONS

1. Organization and Process
 - a. The legal name of the firm, title, telephone number, fax number and email address of the individual within the firm who will be ORDA's primary contact concerning this RFP.
 - b. The identities of the primary staff proposed to provide services relating to this RFP.
 - c. Provide a description of the firm's organization and the resumes of partners, principals, associates and other staff proposed to provide services to ORDA. Provide the complete list of all sub-consultants that your firm will be using to fulfill the scope of services.
 - d. Provide a detailed description of the firm's management approach to providing the scope of services including the monitoring and management of subconsultants potential work assignments. Indicate which field each subconsultant will be practicing.
 - e. Provide a detailed description of the firm's project approach and timeline for each of the following Phases; Phase I (All Major Tasks), Phase II (All Major Tasks), work with Owner's Construction Manager to identify which tasks may be considered "Major" and that may impact other Contract, Trades and Operations of the Owner build out of the Venue.
2. Experience and Similar Projects
 - a. Vendor will demonstrate experience with the design, engineering, and installation of similar systems currently in operation in the United States or another country approved by the Director.

- b. Provide at least five (5) examples of unique retail store fit outs provided by the Vendor.
- 3. Operations and Maintenance
 - a. Applicants must provide information regarding the installation, training, and maintenance protocols for any components requiring such.
 - b. Provide contacts of existing Retail Store staff for Owner to interview.

1.8 SCHEDULE

- 1. Work shall be completed in accordance with the Schedule of Important Dates and Times in the Notice to Bidders.
- 2. For the Phase I submission the Vendor shall provide an overview of the firm's timeline approach to the project showing project milestones for both Phase I and Phase II. Show in graphic format.
- 3. For the Phase II submission the Vendor shall provide a detailed description of the firm's timeline approach to the project showing project milestones for both Phase I and Phase II. Show in graphic format.
- 4. During the Phase II work the Vendor shall work directly with the Owner's Construction Manager and work to collaborate on detailed Project Schedule for work to coordinate and collaborate with other Work on the Project Site. The Vendor shall complete the Progress Schedule as required in Section 01 31 13MS Project Schedule.

1.9 CONTRACT DESCRIPTION

1. OVERVIEW

The Owner, seek proposals from qualified Vendors to develop, manufacture, and provide an ORDA Concept Store at the Olympic Center, Village of Lake Placid, Town of North Elba, Essex County, NY. The successful Vendor for the project shall provide the required final unique system development, design, manufacturing and fabrication, engineering, related manufacturing quality control, licensing, shipping/transportation and will full provide the completed system including all site specific reconnaissance and engineering, installation and engineering certification and full collaboration with the development of supporting structures and the supply of any required equipment to maintain the required for a turn-key manufactured and field installed system including all start-up and commissioning and regulatory testing for final approvals by all Authorities of Jurisdiction and the Owner's requirements set forth or implied here within.

2. PHASES

The Project shall be delivered in two (2) Phases, Phase I – System Final Layout/Development and Costing, and Phase II – System Manufacturing and Installation and supporting On-Site Facilities

3. APPROCH TO PROJECT

- a. Phase I – Retail Store Final Layout/ Development and Costing: The Project shall be approached by starting with the award of Phase I – Final Layout/ Development and Costing (Phase I), under the Terms and Conditions set forth within this RFP. Since each manufactured system is different and requires unique process and final design related to both the manufacturing process due to site specific environmental conditions and elements which many be required to support the manufactured system on the site which only the Vendor can identify, it is the full and complete responsibility of the Vendor to identify to the Owner the specifics of the approach to Phase I within the submission of the Proposal. The Vendor shall provide the Owner the required deliverables associated with Phase I and then Owner may then elect to proceed to request a proposal for Phase II – Retail Store Manufacturing and Installation (Phase II). If the Owner elects to secure a Proposal for Phase II, the Vendor shall provide a Phase II submission in full compliance with the Section 00 11 25 Proposal Requirements.
- i. Deliverables: The Vendor shall provide a Phase I - System Final Layout/ Development and Costing that includes, at a minimum;
- Final Layout of the ORDA Concept
 - Cost Estimate of the Retail Store; including all third-party soft costs for Phase II. Estimate shall be in compliance with Schedule F “Cost Control”
 - Maintenance Plan: Provide a projected maintenance plan for the Retail Store, include cost for parts and for manufacturer support for both regularly scheduled maintenance and for unforeseen maintenance.
 - Work shall include a complete set of specifications of all materials and bill of materials. A project schedule with labor hours for all work elements. A final draft warranty for review by Owner.
 - Vendor and Owner shall review Phase I – Retail Store Final Layout/Development and Cost and adjustment will be made as required to maintain the required scope and budgetary limitations of the Owner. Owner shall provide written approval before advancing to Phase II. Owner reserves the right to terminate the process if for any reason the program cannot meet the Owner’s budgetary and program goals.
- b. Phase II – Retail Store Manufacturing and Installation under the terms and conditions set forth within this RFP, Phase II will require, at the minimum, the following to advance the project, it is encumber on the Vendor to fully identify all the actions and requirement needed to deliver the Owner a Turn-Key Retail Store:
- i. Final field reconnaissance.
 - ii. Final engineering of site-specific features, items and elements.
 - iii. Final development and design of all manufactured systems.
 - iv. Final development of all drawings and details.
 - v. All requirements set forth in Section 11 21 00 – Retail Store and all other sections of this RFP.

- vi. The Vendor shall develop a Cost for the manufacturing and installing the system including all soft costs and supporting foundation system.
- vii. The Vendor shall be required to cooperate with all other contractors on the site.
- viii. The Vendor shall be required for final clean-up.

1.10 PRE-INSTALLATION MEETING

- 1. Convene minimum one week prior to commencing Work of this section.
- 2. Review preparation and installation procedures and coordinating and scheduling required with related work.
- 3. Review Progress Schedule.
- 4. Review status of long lead items.
- 5. Review Owner Supplied Services and facilities.

1.11 DELIVERY, STORAGE, AND HANDLING

- 1. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- 2. Store products vulnerable to environmental conditions in weather protected environment, clear of ground and moisture.
- 3. Coordinate deliveries with Owner to ensure laydown and storage areas are available.
- 4. Provide equipment and rigging to ensure safe and proper materials handling.
- 5. Review Bills of Lading to confirm all materials and equipment have been received.
- 6. Report damaged and missing materials and equipment to Project Manager to allow for review of schedule impacts.

1.12 WARRANTY

- 1. Warranty period will begin on the day following Contract Final Completion Date.
- 2. At a minimum, the Vendor shall specify the warranty period for the major components of two (2) years.
- 3. The Best Value provisions of the Award allow the Owner to consider the terms and conditions of the Warranty as a basis of Award. The Owner will carefully evaluate the value of the warranties as provided by each Vendor in their proposal. Vendor's are advised to be specific in their proposals about the warranties provided.

1.13 RESPONSIBILITIES INCLUDED IN WORK.

- 1. It is the full and complete responsibility of the successful Vendor to complete all final design associated with their proprietary manufactured system.

1.14 PAY ITEMS, DESCRIPTIONS AND TERMS

1. Phase I: Retail Store Final Layout/ Development and Costing: Submit Fee as Lump Sum (LS) with percentages for term of work.
2. Phase II – Retail Store Manufacturing and Installation: Submit Fee as Lump Sum (LS) under following framework:
 - a. Separate Soft Costs and Hard Cost,
 - b. Separate Hard Cost by Manufactured Costs and On-Site Work,
 - c. Provide Schedule of Values for all Major Components,
 - d. Present framework for payment of manufactured materials for review and approval,
 - e. Identify any foreign manufacturing and payments which would be proposed for stored materials before delivery,
 - f. Identify escrow accounts or other means for management of foreign payments of stored materials.

1.15 GENERAL REQUIREMENTS

1. All Bids shall include Freight, FOB to the Project Site, Point of Destination, Prepaid by Vendor.

1.16 MANUFACTURING CONDITIONS AND AUTHORITIES OF JURISDICTION

1. The Vendor shall be fully responsible for the design and manufacturing their systems and assemblies.
 - a. Elements / assemblies that require design 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.
 - b. All Engineering shall be performed in adherence to the New York State Consolidated Law, Article 145 – Engineering and Land Surveying.
2. The Vendor shall be required to provide submittals prior to installation to the Authorities of Jurisdiction.
 - a. Prior to beginning installation construction, the Vendor shall be required to provide documents and drawings for the proposed work for inspection and approval by the Authority having Jurisdiction,
 - b. Work shall not begin without project approval by the State of New York Department of Labor.

1.17 INFORMATION PROVIDED BY OWNER

1. The Owner can provide all available existing information on the concurrent construction contract at the written request of the Vendor.

1.18 CONCURRENT AND FUTURE PROJECTS

1. The Owner, at their option, may have concurrent work going on at the premises by their own employees or those of a utility or subcontractor. Reference General

Conditions Article 7

2. List of Contracts which are concurrent or will be awarded in the future and are directly related to the Contract(s) being let under this Project.
 - a. ARN.19.006.107 – Arena Link Building
 - b. ARN.19.006.104 – 1932 Jack Shea Arena / 1980 Herb Brooks Arena
 - c. Olympic Museum

PART 2 PRODUCTS

2.1 SUMMARY

1. Owner Supplied Products
2. Vendor Supplied Products

2.2 Owner Supplied Products

1. None

2.3 Owner Supplied Facilities

1. To be Determined

2.4 Vendor Supplied Products

1. Vendor shall provide all products as required to complete the scope of work for each Pay Item that the Owner accepts as part of the Work.
2. Vendor shall provide all products needed to successfully complete the work in accordance with all applicable laws and regulations.

PART 3 EXECUTION

3.1 DESCRIPTIONS

1. Owner Supplied Services
2. Owner Occupancy.
3. Vendor's Use of Site and Premises.
4. Work by Vendor.
5. Work Management and Completion.

3.2 OWNER SUPPLIED SERVICES

1. All authorizations and Building Permits per the NYS Uniform Building and Fire Prevention Code.
2. Staging and outside storage areas.
3. Electrical at the Retail Store

3.3 OWNER OCCUPANCY

1. The Owner shall have complete access and availability to the interior and exterior building areas adjacent to the Project throughout the Project.
2. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
3. Schedule the Work to accommodate Owner's work.

3.4 VENDOR'S USE OF SITE AND PREMISES

1. Limit use of site and premises to designated staging areas and Retail Store Location.
2. Vendor will be extended the privilege to use on-site public restroom facilities during normal operational hours at work in the Olympic Center. This is a revocable privilege. Misuse will require the Vendor to secure their own facilities.

3.5 WORK BY VENDOR

1. Thirty (30) days prior to beginning installation construction, the Vendor shall be required to provide a detailed construction and equipment delivery schedule for the Retail Store to the General Manager of Owner and the Owner's engineer.
2. The Vendor is fully responsible to perform work in accordance with manufacturer's instructions
3. The Vendor shall provide all construction supplies, equipment, tools and personnel, as required for a "turn-key" installation. All Expenses for lodging and other personal trade related expenses are the full and total responsibility of the Vendor.

3.6 WORK MANAGEMENT AND COMPLETION

1. To help ensure a successful project, Owner will require a weekly project meeting to maintain communication between the Vendor and the area with respect to the critical path tasks each must accomplish to complete the project on schedule.
2. The Vendor shall provide a Project Manager. Owner reserves the right of final approval of the Vendor's Project Manager.
3. Vendor shall calculate the installation project pricing using the New York State Prevailing Wages. Vendors shall be expected to comply with these guidelines at all times when working at Owner facility. Trade determinations are the responsibility of the Vendor.

END OF SECTION

Section 11 21 00
RETAIL STORE

PART 1 GENERAL

1.1 SUMMARY

1. References
2. Definitions
3. Submittals
4. Performance Requirements
5. Engineering and Delegated Design
6. Qualifications
7. Field Conditions
8. Warranty
9. Responsibilities Included in Bid/Contract.
10. Contract Description.
11. Payment Items and Descriptions
12. Manufacturing Conditions and Authorities of Jurisdiction
13. Information provided by Owner

1.2 REFERENCES

1. New York State Department of Labor, Labor Law 21, 27, 200, 202-c, Part (Rule No.) 32.
2. NFPA 70 – National Electrical Code
3. NYS Uniform Building and Fire Prevention Code
4. (ICC 9IBC), 2015 Edition of the International Building Code with New York State supplement.

1.3 DEFINITIONS

1. Owner – The Olympic Regional Development Authority, aka: ORDA
2. Vendor – Manufacture / Supplier of the Retail Store Contract and all related components, items and services required to complete the design to meet the regulatory / Code requirements of the State of New York.
3. Work – All the development, engineering, manufacturing, production, shipping, travel/room & board, customs fees / duties, import/export taxes, supervision (off and on the project site), labor (off and on the project site), tools, equipment, on-site preparation and temporary facilities, equipment and materials and all other expenses related to Phase I and Phase II required for the development, manufacturing and site specific engineering for the supply and installation of the Retail Store Contract.
4. Manufacturing – All the development, engineering and processes required to produce the products used in the Work to supply the completed Project.
5. Equipment and Materials – The products to be supplied to complete the Project.
6. Provide – Complete and deliver the Work and to furnish and install any and all equipment and materials.

1.4 SUBMITTALS

1. Section 01 33 00 - Submittal Procedures: Submittal procedures.
2. Section 01 10 01 – Scope and Summary of Work – Retail Store Contract

1.5 PERFORMANCE SPECIFICATIONS

1. General:

- a. The ORDA Concept Store design shall be high quality and provide curated design outcomes that contribute to the overall presentation and architectural integrity of the surrounding constructed building elements. The Vendor is encouraged to create an innovative and creative storefront and interior fit-out using graphics, fixturing, detailing, dramatic lighting and color. The Vendor shall create an inviting and effective retail establishment compatible with the overall design concept and image of ORDA. It is suggested that the Vendor consult with the base building Architect-of-Record, further details are available from ORDA. The design shall be presented in a professional and clear three-dimensional format that accurately portrays and articulates the ORDA Concept Store concept and context. It is the responsibility of the Vendor to ensure the design is compliant with all relevant Codes, Rules, and Regulations. The Vendor shall provide accessible facilities as required by governing codes and The Americans with Disabilities Act (ADA), whichever is more stringent. The Vendor shall not disturb, disrupt, or modify the building's structural system.

2. Design Components:

a. Storefront:

- i. The ORDA Concept Store shall display merchandise in an exciting and innovative promotional manner. Proper attention shall be paid to the design and detailing of the storefront and display areas, including proportion, scale, color, and detailing. The Vendor shall provide a design that represents an individual look while complementing the overall design intent of the base building. Materials included in the design shall be of a high quality and durable. The Vendor shall provide maximum transparency from the outside space to the interior space and utilize one hundred percent translucent material wherever possible on storefront. The storefront design shall emphasize entries, display window, and merchandise while incorporating high quality graphics in displays and sales areas.

- Use of the following high-quality materials is encouraged:
 - Granite, terrazzo, and other natural stones
 - Metals, mechanically finished (brushed and polished), or factory painted
 - Finished woods, paneling, trim, moldings, and millwork
 - Glossy materials such as glass, transparent and back painted

- High quality synthetic textured finishes
 - Other quality, durable materials
 - Use of the following materials is prohibited:
 - Plastic laminates
 - Vinyl wall covering or wallpaper
 - Painted drywall
 - Textured paint, stucco, shingles, cork, or carpet
 - Vinyl tile or sheet vinyl
 - Clear mirror
 - Plywood or MDF panels
 - Any other material which, in the sole opinion of the Owner, is of poor quality, inappropriate finish, or is incompatible with the base building finish materials.
- ii. With increased transparency of the Storefront, the Vendor shall place additional attention on the display window design and presentation. The display window is an opportunity to visually bring the store interior beyond the store boundaries and present the customer with vibrant and innovative merchandising that changes through the seasons. The Vendor shall provide a design that uses a minimum of 50% of the storefront for display. While display areas may be backed by partial or full height partitions, the Vendor is required to maximize transparency from the outside space to the inside space. Backing walls or fixtures in the display window that partially block views into the sales floor are permitted if sight lines into the space are maintained across the entire storefront width. Ninety percent of the storefront shall be either transparent or clear glass. Excessive use of opaque material shall not be permitted.
- b. Store Interiors:
- i. The ORDA Concept Store must project a high standard of presentation equal to the storefront and shall be compatible in design. Any and all interior treatments shall be approved by the Owner as they pertain to durability and appropriateness to overall image of the project. Strong visual presentation and merchandising are essential and integral component of the ORDA Concept Store design. Displays in the storefront and store interior shall be bold, strong, and imaginative. The Vendor is encouraged to provide a visual presentation design member to assist in providing the most effective merchandising concept. The Vendor shall provide custom designed and color-coordinated fixtures including, but not limited to, the following:
- Cash wrap/counter
 - Display counters and shelves
 - Wall cabinets
 - Showcases

- Pedestals, platforms, tables, etc.
 - Manufactured wall display systems
 - Fitting room
 - Fixtures shall not be overstocked – Vendor shall indicate fixture quantities, quality, location, details, and finishes
 - Chrome racks, rounders, four-ways, basic display tables, and slat wall shall not be acceptable
 - Cash wraps shall provide a recess for cash registers – trash containers and supplies shall be concealed
 - Lengthy rows of clothing racks, folding tables, and cluttered entrances or merchandise set on the floor are not prohibited
- ii. Floor treatments can assist in defining areas, act as a directional indicator, and encourage desired circulation patterns throughout the space. Hard surface floor finishes are required in all areas of the ORDA Concept Store. The use of carpet as an accent element to define sales spaces is subject to the approval of the Owner. Hard surface flooring materials shall be granite, terrazzo, ceramic or porcelain tile, or wood. Vinyl or imitation materials are not acceptable. The Vendor shall ensure the floor finish is compatible with that provided within the base building. All floor finishes shall be flush with one another with no tripping hazards. Lips of more than one-sixteenth inch and slopes of more than one half inch per foot are not acceptable. Prohibited flooring includes: indoor/outdoor carpet, quarry tile, vinyl tile, laminate flooring, and stained or painted concrete.
- iii. A store concept can be established in the ceiling plane with regards to identity, character, and uniqueness. The Vendor shall use innovation in articulating the ceiling with raised, dropped, vaulted or covered treatments. Use of a variety of ceiling materials is encouraged within the store interior including, but not limited to, gypsum board, wood, and metal. Ceiling heights shall be maximized to provide a spacious interior and not be less than the storefront glazing. Acoustic ceiling tiles are not permitted in the sales area. Innovative suspended ceiling systems and open ceilings will be considered by the Owner.
- iv. All interior partitions must be finished with suitable materials whether exposed to the public or not. Acceptable finishes include, but are not limited to, commercial grade wallpaper, contact vinyl materials, and flame resistant paneling in wood, metal, stone, or fabric. Painted gypsum board may be acceptable when framed with other elements to protect all corners. Inexpensive paneling, simulated wood laminates, corkboard, carpeting and pegboard are not acceptable. Excessive use of mirrors or slat panels on walls is not acceptable. The rear wall of the sales area is an important feature of the overall design concept and is often a focal point for displays, signage, and merchandise; design consideration shall be given to this area.

- v. Lighting sources and fixture types must be carefully selected in order to create a variety of ambient, decorative and accent illumination. The Vendor is encouraged to provide a lighting design member to assist in providing the most effective lighting concept. All lighting of storefront shall be provided by the Vendor; direct visual exposure of lamps is prohibited, and visible lighting is to be glare free. Track fixtures are permitted if they are not visible and are contained within a light pocket in the window display. The use of incandescent light sources within the store interior is strongly discouraged; LED or compact fluorescent is preferred. Specialty fixtures that can be suspended off walls or store fixtures and pendant fixtures that add definition are encouraged. Dramatic lighting of the ceiling and wall planes is encouraged.
- c. Store Signage and Graphics:
- i. The purpose of the storefront signage and graphics design criteria is to encourage the design of retail signage and ensure it is appropriate for the store and the surrounding context, contributing to ORDA's image and character and is visually attractive. The Vendor is encouraged to develop signage and graphics that are bold and dynamic in image, color, materials, and design. Signage should not only incorporate text that identifies ORDA but also graphics and forms that indicate identity, character, and image. All graphics and signage shall be professionally assembled and displayed in a first-class manner. Any hand-written signage will not be allowed. Vinyl or other appliques to the interior face of the storefront glazing must be submitted for approval by ORDA. Graphics on the exterior face of glazing will not be permitted. The use of graphics at the storefront and in display windows adds a vibrant and possibly dynamic element to the design of the retail space. Vendors are encouraged to explore innovative use of graphics and technology as both a store signage and marketing element. The following are general graphic guidelines to be used in the development of all signage and graphics elements:
- Signage and environmental graphics must be conceived as an integral part of the design, so they do not appear as an afterthought application.
 - All signs shall fit comfortably into their storefront architecture, leaving sufficient margins and negative space on all sides. Thickness, height, and colors of sign lettering and graphics shall be visually balanced and in proportion with other signs within the base building.
 - All submitted shop and storefront elevations need to illustrate proposed signage.
 - All signs shall be presented to ORDA for approval prior to commencement of fabrication.

- All signage shall be placed out of reach. Signage and graphics applied directly to the storefront glass must have matching letters and features on both sides of the glass to create a finish look when viewed from either side.
 - All signage lighting shall be baffled or concealed.
 - Exposed signage lamps and fixtures are subject to approval by ORDA.
 - Light leaks shall not be permitted.
 - All “UL” labels shall be placed out of public’s view.
 - The Vendor shall verify signage complies with all local codes and jurisdictions.
 - Sign cabinets or boxes shall be recessed into the storefront.
- ii. Accepted signage approaches and types:
- Mixed media signs incorporating multi-dimensional forms and combinations of colors, shapes, materials, and lighting
 - Elements to create a contemporary appearance
 - Application of innovative technologies
 - Dimensional letter forms with seamless edge treatments
 - Reverse channel lettering
 - Cut or fabricated steel, painted or unfinished
 - Etched metal or glass, sandblasted glass
 - Polished metal
 - Dimensional shapes and forms of metal, hardwood, glass, or other material with a permanent appearance
 - Dimensional geometric shapes and three-dimensional forms
 - Glazed ceramic tile work forming patterns and/or fields
 - Fiber optic and LED illumination
 - Silhouette illumination
 - Front lighting, or billboard lighting
- iii. Disallowed signage approaches and types:
- Internally illuminated awnings with or without signage
 - Internally illuminated channel letters with translucent acrylic face panels
 - Neon signage
 - Cloth, paper, cardboard, stickers, or decals
 - Noise making signs
 - Conventional plastic faced box or cabinet signs
 - Formed plastic or injection molded plastic signs
 - Luminous vacuum formed letters
 - Temporary wall signs, window signs, pennants, banners, flags, inflatable displays, or sandwich boards.

- Animated signs – anything swinging, rotating, flashing, blinking, strobing, including any moving electronic message boards or centers, or temporary lighting

PART 2 PRODUCTS

2.1 SUMMARY

1. Owner Supplied Products
2. Vendor Supplied Products

2.2 Owner Supplied Products

1. None

2.2 Owner Supplied Services

1. To be Determined.

2.4 Vendor Supplied Products

1. Vendor shall provide all products as required to complete the scope of work for each Cost / Fee identified in the RFP and Proposals for which is included in the Contract.
2. Vendor shall provide all products needed to successfully complete the work in accordance with all applicable laws and regulations.

PART 3 EXECUTION

3.1 DESCRIPTIONS

1. Owner Supplied Services
2. Owner Occupancy.
3. Vendor's Use of Site and Premises.
4. Work by Vendor.
5. Work Management and Completion.

3.2 OWNER SUPPLIED SERVICES

1. All authorizations and Building Permits per the NYS Uniform Building and Fire Prevention Code.
2. Staging and outside storage areas.
3. Electrical at the Retail Store

3.3 OWNER OCCUPANCY

1. The Owner shall have complete access and availability to the interior and exterior building areas adjacent to the Project throughout the Project.
2. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
3. Schedule the Work to accommodate Owner's work.

3.4 VENDOR'S USE OF SITE AND PREMISES

1. Limit use of site and premises to designated staging areas and Retail Store Location.

2. Vendor will be extended the privilege to use on-site public restroom facilities during normal operational hours at work in the Olympic Center. This is a revocable privilege. Misuse will require the Vendor to secure their own facilities.

3.5 WORK BY VENDOR

1. Thirty (30) days prior to beginning installation construction, the Vendor shall be required to provide a detailed construction and equipment delivery schedule for the Retail Store to the General Manager of Owner and the Owner's engineer.
2. The Vendor is fully responsible to perform work in accordance with manufacturer's instructions
3. The Vendor shall provide all construction supplies, equipment, tools and personnel, as required for a "turn-key" installation. All Expenses for lodging and other personal trade related expenses are the full and total responsibility of the Vendor.

3.6 WORK MANAGEMENT AND COMPLETION

1. To help ensure a successful project, Owner will require a weekly project meeting to maintain communication between the Vendor and the area with respect to the critical path tasks each must accomplish to complete the project on schedule.
2. The Vendor shall provide a Project Manager. Owner reserves the right of final approval of the Vendor's Project Manager.
3. Vendor shall calculate the installation project pricing using the New York State Prevailing Wages. Vendors shall be expected to comply with these guidelines at all times when working at Owner facility. Trade determinations are the responsibility of the Vendor.

END OF SECTION

Appendix “A” – Prevailing Wage Schedule (For Estimating Only)

PLANROOM COPY NOT FOR BIDDING

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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 Additional	07/01/2023 Additional	07/01/2024 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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

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

02/01/2022

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

02/01/2022

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

02/01/2022

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

02/01/2022

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 PurposeHydraulically 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 BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (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

02/01/2022

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

02/01/2022

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, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2021

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

02/01/2022

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

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

02/01/2022

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 Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine (Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant (non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie 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

02/01/2022

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

02/01/2022

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	02/01/2022
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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

02/01/2022

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

02/01/2022

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
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SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 21.65 +10.78*
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* 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 Journey person'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

02/01/2022

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

02/01/2022

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

02/01/2022

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

Journeyman \$ 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

02/01/2022

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

02/01/2022

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

02/01/2022

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

Essex County Residential

Electrician - Residential

02/01/2022

JOB DESCRIPTION Electrician - Residential

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

NOTE: These rates apply only to projects involving construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height, including all incidental items such as site work, parking areas, utilities, and sidewalks.

Per hour: 07/01/2021
Residential-Rehab
Electrician \$ 24.05

NOTE: THE FOLLOWING RATES WILL APPLY WHEN SHIFT WORK IS MANDATED EITHER IN THE JOB SPECIFICATION OR BY THE CONTRACTING AGENCY:

1ST SHIFT 8:00AM - 4:30PM \$ 24.05
2ND SHIFT 4:30PM - 1:00AM 28.21
3RD SHIFT 12:30AM - 9:00AM 31.60

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 13.98 plus
5.75% of wage*

*NOTE: The 5.75% 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) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour: Six month terms

	1st	2nd	3rd	4th	5th	6th
07/01/2021	\$13.13*	\$13.75	\$15.00	\$16.65	\$18.50	\$20.35

*Note: Subject to change due to any minimum wage increases. Rate effective 12/31/2021: \$13.20

SUPPLEMENTAL BENEFITS per hour Same as Journeyman

6-910 r

Laborer - Residential

02/01/2022

JOB DESCRIPTION Laborer - Residential

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

NOTE: For the construction of one and two family homes, row housing and garden type homes or apartments, four stories or less, and "related" services including demolition, repair and alteration on any existing structure which is intended for residential use and all ancillary structures and services building relating to the residential structures.

Per hour: 07/01/2021
Residential Laborer \$ 19.53

SUPPLEMENTAL BENEFITS

Per hour:

\$ 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: 1000 hour terms at the following wage.

1st	2nd	3rd	4th
\$12.50*	13.67	15.62	17.58

*NOTE: Subject to change due to any minimum wage increases. Rate effective 12/31/2021: \$13.20

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822r-ew

Mason - Residential

02/01/2022

JOB DESCRIPTION Mason - Residential

DISTRICT 12

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schoharie, Warren, Washington

WAGES

IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, this article shall be applicable only to site construction of all new work done by the Employer on one (1) family, two (2) family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour

07/01/2021

Bricklayer	\$ 22.96
Cement Mason	22.96
Plasterer	22.96
Point/Caulk/Clean	22.96
Acid Brick	22.96

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 11.74

OVERTIME PAY

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

HOLIDAY

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

12-2r.z1

Mason - Tile Setter & Finisher - Residential

02/01/2022

JOB DESCRIPTION Mason - Tile Setter & Finisher - Residential

DISTRICT 12

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schoharie, Warren, Washington

WAGES

IMPORTANT NOTE: Applies to the construction of one family, two family row housing, townhouses, apartments, condominiums and garden type projects or a combination thereof, together with related service buildings and facilities which construction work may be performed wholly on-site or may consist of the assembly of off-site produced modules or components but any of which living units are in the finished form no more than two (2) stories high and are to be utilized solely as dwellings.

Per hour

07/01/2021

Tile/Marble/Terazzo

Setter	\$ 23.80
Finisher	19.08

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter \$ 8.15
Journeyman Finisher 8.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

12-2TSFr

Operating Engineer - Residential

02/01/2022

JOB DESCRIPTION Operating Engineer - Residential

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 then north along 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 Route 44 and along Route 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, applicable only to site construction of all new work done by the Employer on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour

07/01/2021

Journeyperson

All Classifications \$ 42.30

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson

All Classifications \$ 22.14

OVERTIME PAY

See (B, E2, *H) on OVERTIME PAGE

*If Labor Day is worked, the rate of pay shall be at double time rate.

HOLIDAY

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

1-158r Alb

Plumber - Residential

02/01/2022

JOB DESCRIPTION Plumber - Residential

DISTRICT 1

ENTIRE COUNTIES

Essex, Franklin

PARTIAL COUNTIES

Hamilton: The Townships of Long Lake and Indian Lake

WAGES

IMPORTANT NOTE: Applicable solely to new construction of up to, and including apartments with three floors of living accommodations with a maximum of 24 apartments per building, new houses, and repair and maintenance of old residential housing and the above. Also covers all plumbing in connection with sewers and water mains on highways, streets and roadways up to five (5) feet from any building when the residential rate applies.

Per hour

07/01/2021

Plumber &
Steamfitter

\$ 35.65

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 21.65
+ 10.78*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

* This portion per hour paid.

OVERTIME PAY

See (B2, 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 Journeyperson'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.

1-773rEF-SF

Sprinkler Fitter - Residential

02/01/2022

JOB DESCRIPTION Sprinkler Fitter - Residential

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

IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Per hour

07/01/2021

Sprinkler \$ 29.06
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 27.14

OVERTIME PAY

See (B, H) 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.

1-669r

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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.)

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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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Appendix “B” – Addendums

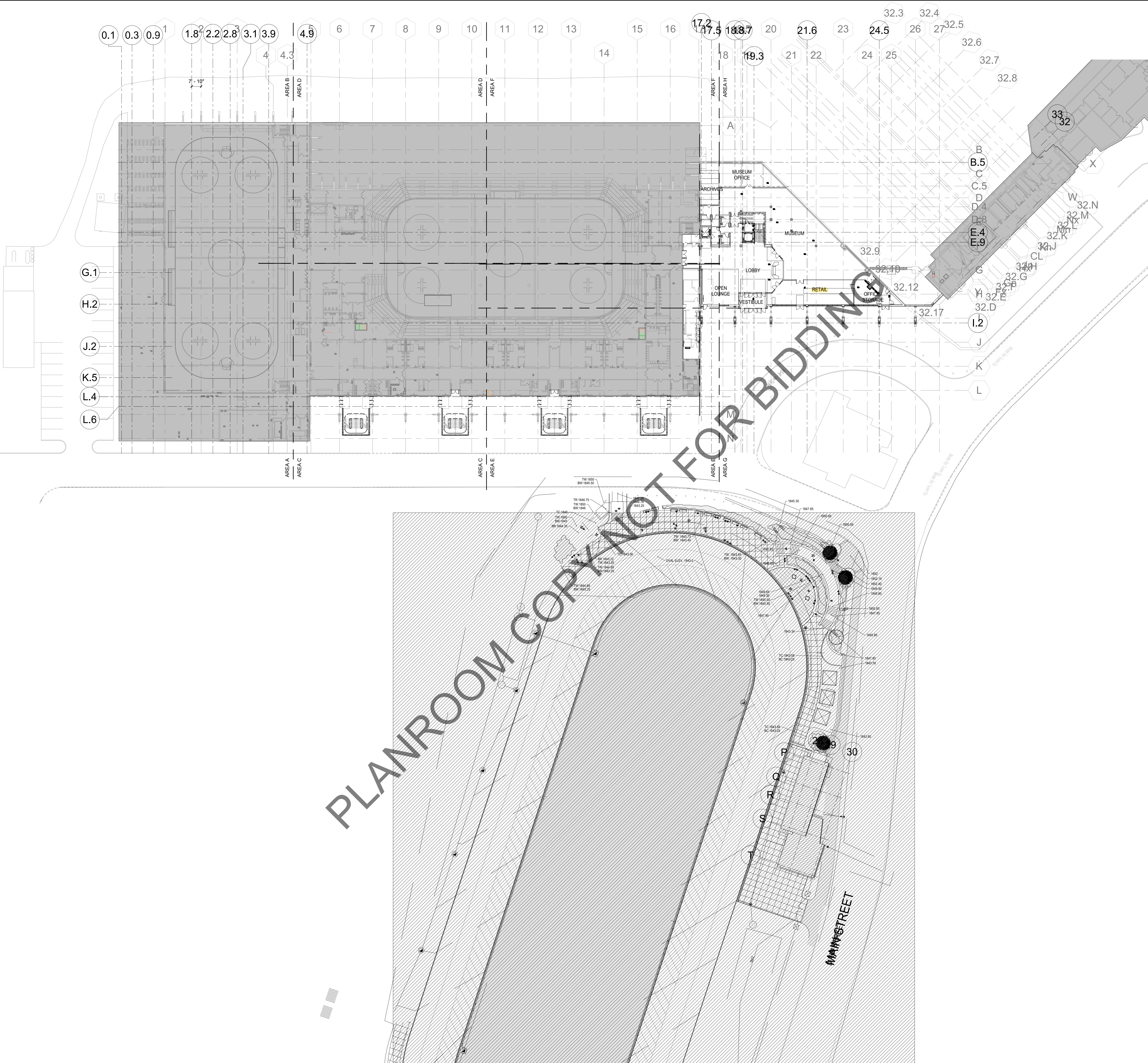
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Appendix “C” – Relative Contract Documents for Retail Store Construction

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BM 380 /ORDA SKATING CENTER/ORDA CONC. AR2 14

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GENERAL NOTES
1. SEE CIVIL DOCUMENTS FOR EXISTING SITE, GRADING AND UTILITIES.
CIVIL INFORMATION HERE FOR REFERENCE ONLY, TYP.

Olympic Center Revitalization

CANNONDESIGN

Architecture, Planning & Structural Engineering
50 Fountain Plaza, Mezzanine Level
Buffalo, NY 14202

The LA Group

Landscape Architecture & Civil Engineering Consultant
40 Long Alley
Saratoga Springs, NY 12866

Pathfinder Engineers & Architects LLP

Mechanical, Electrical, Plumbing & FP Engineers
134 S. Fitzhugh Street
Rochester, NY 14608

Howe Engineers

Building Code and Accessibility Consultant
101 Longwater Circle # 203
Norwell, MA 02061

Watts Architecture & Engineering

Environmental Engineering Consultant
95 Perry St #300
Buffalo, NY 14203

Encorus Group

Technology/IT Engineering Consultant
23 Mechanico St
Springville, NY 14141

B32 Engineering

Ice Rink Engineering Consultant
2211 O'Neil Road
Hudson, WI 54016

FeTech

Food Equipment Consultant
PO Box 464
Canastota, NY 13032

Arena Link Building Contract
Construction Documents

FEBRUARY 12, 2021

ISSUED FOR CONSTRUCTION

No.	Description	Date
PROJECT NORTH		
TRUE NORTH		
KEY PLAN		
Drawing Title:		
01 - GROUND LEVEL OVERALL PLAN		
CannonDesign PN: 005608.10 ORDA PN: ARN.19.006		
A0101		

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Olympic Center
Revitalization

CANNONDESIGN

Architecture, Planning & Structural Engineering
50 Fountain Plaza, Mezzanine Level
Buffalo, NY 14202

The LA Group

Landscape Architecture & Civil Engineering Consultant
40 Long Alley
Saratoga Springs, NY 12866

Pathfinder Engineers & Architects LLP

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Rochester, NY 14608

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101 Longway Circle # 203
Norwell, MA 02061

Watts Architecture & Engineering

Environmental Engineering Consultant
95 Perry St #300
Buffalo, NY 14203

Encorus Group

Technology/IT Engineering Consultant
23 Mechanic St
Springville, NY 14141

B32 Engineering

Ice Rink Engineering Consultant
2211 O'Neill Road
Hudson, WI 54016

FeTech

Food Equipment Consultant
PO Box 464
Canastota, NY 13032

**Arena Link Building Contract
Construction Documents**

FEBRUARY 12, 2021

ISSUED FOR CONSTRUCTION

3	LINK_BULLETIN 30	10.29.2021
2	LINK_BULLETIN 28	10.01.2021
1	LINK_BULLETIN 11	08.05.2021

No.	Description	Date
3	LINK_BULLETIN 30	10.29.2021
2	LINK_BULLETIN 28	10.01.2021
1	LINK_BULLETIN 11	08.05.2021

PROJECT NORTH



TRUE NORTH



KEY PLAN



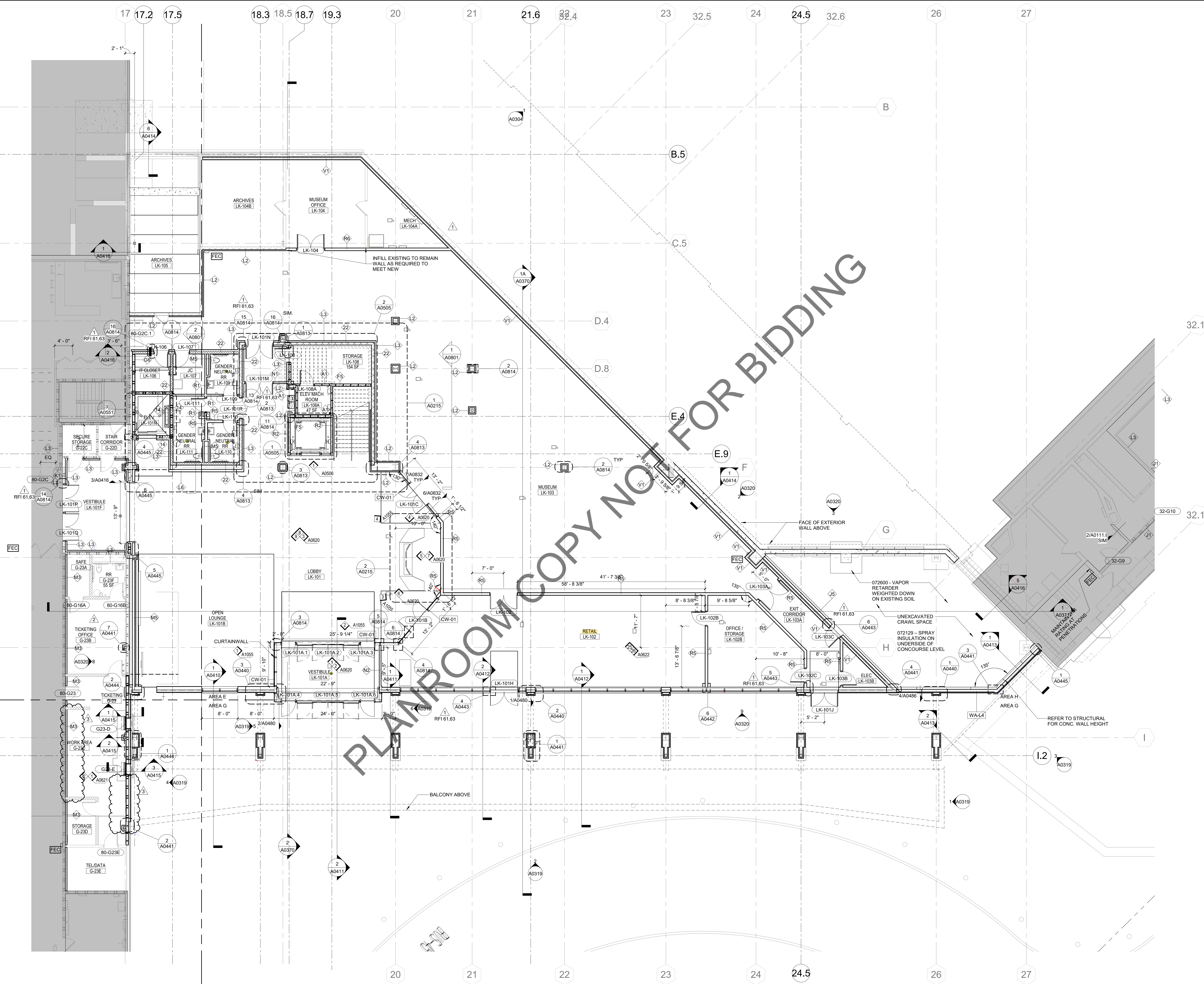
Drawing Title:

01 - GROUND LEVEL - AREA H

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

A0111.H

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Impact Board Schedule - Link		
Name	Number	Impact Board Walls
Not Placed		
RR	LK-002C	Yes
IT CLOSET	LK-230	Yes
IT CLOSET	LK-231	Yes
IT CLOSET	LK-232	Yes
01 - GROUND LEVEL		
LOBBY	LK-101	Yes
VESTIBULE	LK-101A	Yes
OPEN LOUNGE	LK-101B	Yes
RETAIL	LK-102	Yes
OFFICE / STORAGE	LK-102B	Yes
MUSEUM	LK-103	Yes
EXIT CORRIDOR	LK-103A	Yes
ELEG	LK-103B	Yes
IT CLOSET	LK-106	Yes
JC	LK-107	Yes
STORAGE	LK-108	Yes
ELEV MACH ROOM	LK-108A	Yes
GENDER NEUTRAL RR	LK-109	Yes
GENDER NEUTRAL RR	LK-110	Yes
GENDER NEUTRAL RR	LK-111	Yes
LINK MEZZANINE		
CIRCULATION	LK-220A	Yes
WOMENS	LK-227	Yes
MENS	LK-228	Yes
02 - CONCOURSE LEVEL		
ELEV	LK-202A	Yes
LOBBY / CIRCULATION	LK-201	Yes
VENDING	LK-201A	Yes
RESTAURANT	LK-202	Yes
KITCHEN	LK-203	Yes
STORAGE	LK-203A	Yes
STORAGE	LK-203B	Yes
RR	LK-203C	Yes
FAMILY TOILET	LK-204	Yes
JC	LK-205	Yes
INFORMATION	LK-206	Yes
PHOTO BOOTH	LK-207	Yes
PHOTO BOOTH PRINT ROOM	LK-208	Yes
GAME ROOM	LK-209	Yes
ROOF ACCESS	LK-226	Yes
JC	LK-229	Yes



Olympic Center
Revitalization

CANNONDESIGN

Architecture, Planning & Structural Engineering
50 Fountain Plaza, Mezzanine Level
Buffalo, NY 14202

The LA Group

Landscape Architecture & Civil Engineering Consultant
40 Long Alley
Saratoga Springs, NY 12866

Pathfinder Engineers & Architects LLP

Mechanical, Electrical, Plumbing & FP Engineers
134 S. Fitzhugh Street
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Howe Engineers

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Environmental Engineering Consultant
95 Perry St #300
Buffalo, NY 14203

Encorus Group

Technology/IT Engineering Consultant
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Springville, NY 14141

B32 Engineering

Ice Rink Engineering Consultant
2211 O'Neill Road
Hudson, WI 54016

FeTech

Food Equipment Consultant
PO Box 464
Canastota, NY 13032

Arena Link Building Contract
Construction Documents

FEBRUARY 12, 2021



ISSUED FOR CONSTRUCTION

No.	Description	Date
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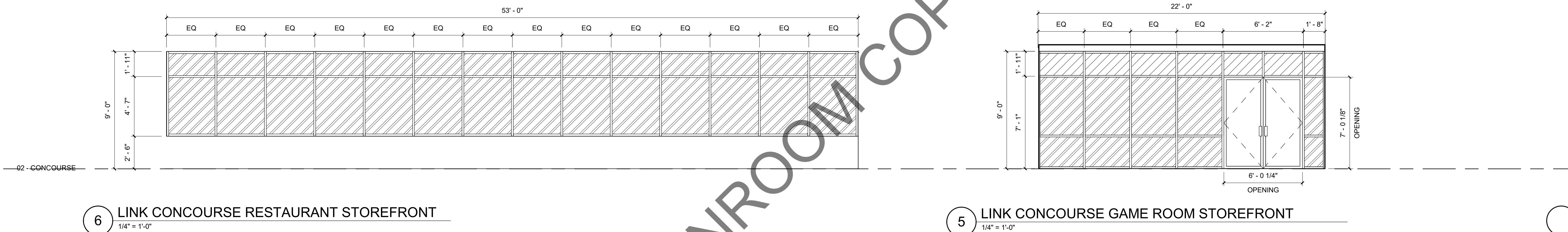
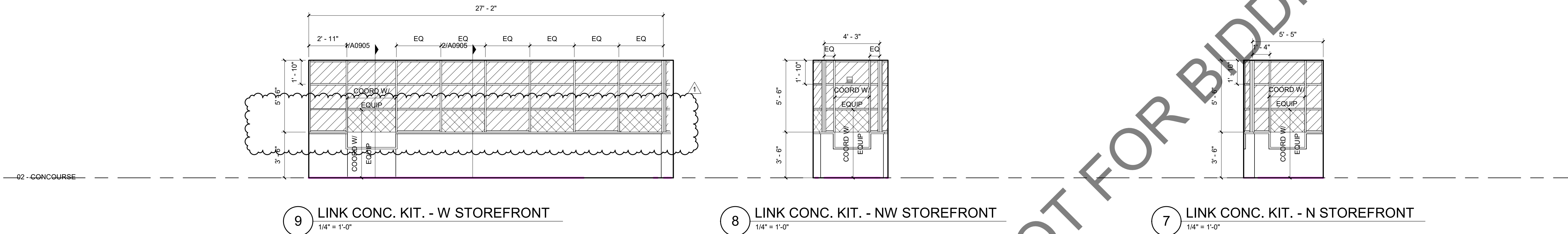
Drawing Title:

PARTITION SCHEDULE

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

A1003

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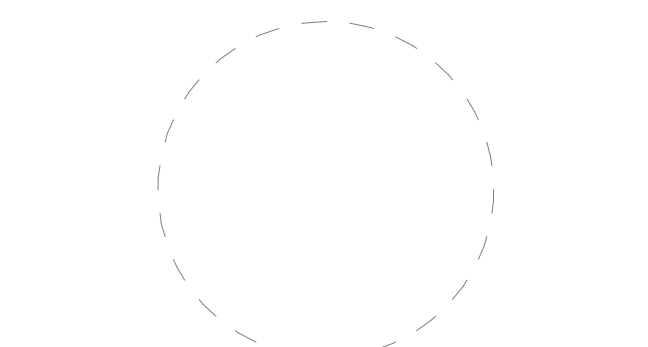
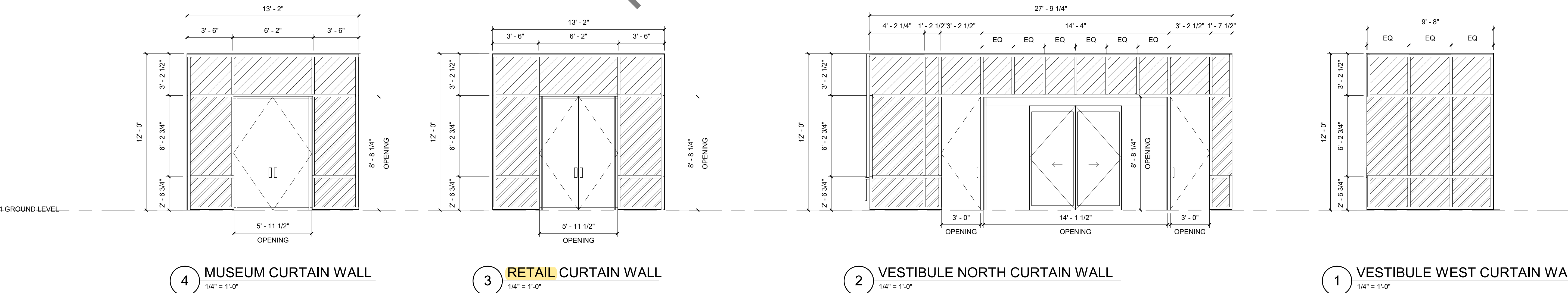


INTERIOR GLAZING TYPES		
	GL-10	HEAT STRENGTHENED FLOAT GLASS, TEMPERED, LAMINATED, CLEAR
	GL-11	HEAT STRENGTHENED FLOAT GLASS, TEMPERED, CLEAR
	GL-12	HEAT STRENGTHENED FLOAT GLASS, CLEAR
	GL-13	NO GLAZING

SYMBOLS	
E	ELECTRICAL RECEPTACLE (2)
E	ELECTRICAL RECEPTACLE (4)
T	TELEPHONE OUTLET
P	WALL MOUNTED PHONE
D	DATA OUTLET
E/C	CABLE/ELECTRICAL OUTLET
SW	LIGHT SWITCH
E	FIRE STROBE
T	THERMOSTAT

- GENERAL NOTES**
- ALL DIMENSIONS ARE FINISH DIMENSIONS UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS FOR MILLWORK ARE TO BE FIELD MEASURED AND VERIFIED BEFORE FABRICATION OF MILLWORK UNITS BEGINS.
 - ALL COUNTERTOPS @ SINK LOCATIONS TO BE SOLID SURFACE UNLESS NOTED OTHERWISE.
 - ALL COUNTERTOPS ARE TO HAVE A 4" BACKSPASH ON ALL SIDES WHERE THE COUNTERTOPS ABUT FINISHED WALLS UNLESS OTHERWISE NOTED.
 - ALL MILLWORK UNITS THAT ABUT FINISH WALLS ARE TO HAVE 1" MINIMUM PLASTIC LAMINATE FINISHED FILLERS AT WALLS. FILLERS ARE TO BE SCRIBED TO THE WALLS.
 - ALL BASES TO BE 4" HIGH RESILIENT BASE UNLESS OTHERWISE NOTED. REFER TO THE ROOM FINISH FOR ALL FINISHES.
 - WHERE OUTLETS AND/OR RECEPTACLES ARE CALLED OUT BELOW COUNTERTOPS, 2" DIAMETER SLOTS IN THE COUNTERTOP SHALL BE PROVIDED IN THE BACK OF THE COUNTERTOP FOR CORD ACCESS. FINISH ALL SLOTS WITH GROMMETS.
 - TYPICAL SWITCH AND RECEPTACLE LOCATIONS ARE INDICATED AT INTERIOR ELEVATIONS, BUT DO NOT REPRESENT TOTAL QUANTITIES OR INDIVIDUAL TYPES, AT THESE LOCATIONS ONLY. REFER TO MOUNTING HEIGHT REQUIREMENTS. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR COMPREHENSIVE FIXTURE AND/OR DEVICE QUANTITIES AND LOCATIONS.
 - ALL RECEPTACLES AND OUTLETS BELOW COUNTER HEIGHT ARE TO BE MOUNTED 18" AFF TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
 - ALL RECEPTACLES AND OUTLETS ABOVE COUNTER HEIGHT ARE TO BE MOUNTED 6" ABOVE TOP OF COUNTER OR 6" ABOVE BACKSPASH (WHERE OCCURS) TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED. REFER TO A001 FOR SYMBOLS AND ABBREVIATIONS. REFER TO A002 FOR TYPICAL MOUNTING HEIGHTS.
 -
 -

Interior Glazing Elevations - Sheet Sidebar
1/4" = 1'-0"



INT - GENERAL NOTES - PHASE 4	
1	All hollow metal doors and frames to be painted PNT-1 unless otherwise noted.
2	All GWB soffits and ceilings to be PNT-2, unless otherwise noted.
3	Paint all exposed ceilings including structural deck, mechanical devices, pipes, conduit, etc... PNT-2, unless otherwise noted.
4	All wood grain to run vertical, unless otherwise noted.
5	At all HPL millwork as casework locations, provide 3mm edgebanding to match HPL finish.
6	All wood doors to be plain sliced white maple, finish to match architectural sample.
7	No silver ceiling tiles permitted. If a silver tile less than 3" would occur, use 24x48 sized tile cut to fit. Grid to be adjusted accordingly.
8	Porcelain and ceramic tile to be full height, unless otherwise noted or indicated on interior elevations.
9	All outside corners with ceramic tile finish to receive MES-1.
10	Use Latitecrete Spectralock grout #60 Dusty Rose with CT-1.
11	Use Latitecrete Spectralock grout #78 Sterling Silver with PT-1.
12	Use Latitecrete Spectralock grout with PT-2. Color to be selected by architect.
13	Use Latitecrete Spectralock grout #60 Dusty Rose with PT-3.
14	Use Latitecrete Spectralock grout with PT-4. Color to be selected by architect.
15	Use Latitecrete Spectralock grout with PMT-1. Color to be selected by architect.
16	In stairs with RTF-1 and RST-1, paint exposed metal stringers, handrails, risers and underside of stairs HPC-7.
17	In glasshouse stairs, paint all exposed structural steel including stringers, railings, riser, and underside of stairs HPC-12.
18	Provide level 5 finish at all accent walls to receive PNT-3, PNT-6, PNT-7, HPC-7.

INT- FINISH NOTES - PHASE 4	
FN	Finish Note
1	Install RS-1 at all exterior windows
2	NOT USED
3	Provide cam locking hardware for all cabinets, keyed alike
4	NOT USED
5	Walls from finished floor to the bottom of APC-4 to be painted HPC-1. Walls from bottom of APC-4 to deck and all exposed structure, mechanical, etc. to be painted HPC-8. Ceiling heights vary. RE: RCP's.
6	Walls to be PT-2 to 6'-4" AFF with HPC-1 above.
7	NOT USED
8	Integral solid surface sinks to be arctic white.
9	Provide SS-1 window sill at all exterior windows.

INT - FINISH LEGEND - PHASE 4					
Symbol	Manufacturer	Series/Pattern	Number	Color	Remarks
Acoustical Panel Ceiling - 095113					
APC-1	Armstrong	Ultima High NRC	1940	White	24" x 24" Square Lay-In Tile w/ 15/16" Grid, .80 NRC
APC-2	Armstrong	Clean Room VL	868	White	24" x 24" Square Lay-In Tile w/ Clean Room 15/16" Grid
APC-3	NOT USED				
APC-4	Armstrong	Calla		Black	24" x 24" Square Lay-In Tile w/ 15/16" Black Grid, .85 NRC
Athletic Flooring - 096566					
AF-1	Ecore	Everlast	EL-02	Grippin Grey	Field, 9mm rolled flooring
AF-2	Ecore	Everlast	EL-15A	Steel Appeal	Locker Rooms, 9mm rolled flooring
AF-3	Ecore	Everlast	EL-15A	Steel Appeal	Accent, 9mm rolled flooring
Carpet Tile - 096813					
CPT-1	Interface	Ice Breaker	105773	Jetmist	Field, 50cm x 50cm tile, Monolithic Installation
CPT-2	NOT USED				
Ceramic Tile - 093000					
CT-1	Daltile	Color Wheel - Classic	0190	Arctic White	3" x 6", Beveled Edge, Running Bond Installation
Entry Mat System - 124813					
MS-1	Constuction Specialties	PediTred G4	9322	Slate	MonoTuft HD carpet tread inserts, Vestibule and Retail
MS-2	Constuction Specialties	Helix H22	9322	Slate	MonoTuft HD carpet tread inserts, black helix tiles. Glasshouses
High Performance Coating - 099600					
HPC-1	Sherwin Williams	Epoxy Paint		To Match PNT-1	
HPC-2	Sherwin Williams	Epoxy Paint		To Match PNT-2	
HPC-3	Sherwin Williams	Epoxy Paint		To Match PNT-3	
HPC-4	Sherwin Williams	Epoxy Paint		To Match PNT-4	
HPC-5	Sherwin Williams	Epoxy Paint		To Match PNT-5	
HPC-6	Sherwin Williams	Epoxy Paint		To Match PNT-6	
HPC-7	Sherwin Williams	Epoxy Paint		To Match PNT-7	
HPC-8	Sherwin Williams	Epoxy Paint		To Match PNT-8	
HPC-9	Sherwin Williams	Epoxy Paint		To Match PNT-9	
High Pressure Laminate - 064023					
HPL-1	Wilsonart	Standard Laminate	7946-38	Brazilwood	Fine Velvet Finish
HPL-2	Wilsonart	Traceless	15505	Black Velvet	
Luxury Vinyl Tile - 096519					
LVT-1	Interface	Natural Woodgrains	A00212	Cedar	25cm x 1m plank tile, 4.5mm thick, Ashlar Installation
Metal Edge Strip - 096813, 093000					
MES-1	Schluter	Quadeck		Brushed Stainless Steel	
MES-2	Schluter	Reno-UJ		Brushed Stainless Steel	
MES-3	Schluter	Reno-TK		Brushed Stainless Steel	
MES-4	Schluter	Shiene		Finish to match architect's sample	Tile around elevator
MES-5	Schluter	Dilex-EHK		Brushed Stainless Steel	Toilet room cove base
MES-6	Schluter	Dilex-AHKA		Finish to match architect's sample	Tile around elevator
Metal Panel Ceiling - 095133					
MPC-1	Armstrong Ceilings	MetalWorks Blades - Classic	FXMA	Effects Macadamia	6" deep, 2" wide blades with prelude suspension grid, in 650 black, unperforated, matching and finished end caps on each blade run
MPC-2	Armstrong Ceilings	MetalWorks Torsion Spring	7212, FXMA	Effects Macadamia	M15 MicroPerforated with fiberglass infill, 24" x 96" x 1 1/2" Panels with 15/16" suspension system
Paint - 099123					
PNT-1	Sherwin Williams			Custom Color	Field Color - To match Valspar GLSIN30WB White & Pastel, C-6 F-2 B-23 ORDA Grey Pearl Match, SEE REFERENCE PHOTO
PNT-2	Sherwin Williams		SW 7077	Ceiling Bright White	White Ceiling
PNT-3	Sherwin Williams		SW 9059	Silver Pewee	Office Accent
PNT-4	Sherwin Williams		SW 6883	Base	White Accent
PNT-5	Sherwin Williams		SW 6436	Barnes Tru	Office Accent
PNT-6	Scuffmaster	Burnished Metallic	BR001		Office Wall Accent
PNT-7	Sherwin Williams			Custom Color	To match Valspar GLSIN30MB Midtone, B-2Y5 C-28.5 F-0.5, ORDA 32 Rink Walls, SEE REFERENCE PHOTO
PNT-8	Sherwin Williams		SW 6258	Tricorn Black	Black Ceiling
PNT-9	Sherwin Williams		SW 7668	March Wind	Grey Accent
PNT-12	Sherwin Williams		SW 6866	Heartthrob	Glass Stairs
Phenolic Laminate - 064023					
PL-1	Wilsonart	Soligor Compact Laminate	7999	Field Elm	Solid Color Core
Polished Concrete - 033543					
P, CONG -1					To match architect's sample
Porcelain Mosaic Tile - 093000					
PMT-1	NOT USED				
Porcelain Tile - 093000					
PT-1	Daltile	Marble Attache	MA86	Turkish Skyline	Feature stair field tile, 24" x 48" x 3/8" thick tile, Matte finish, Vertical stack bond installation
PT-2	Daltile	Uniform Concrete	UC15	Dark Grey	Concourse toilet room wall tile, 12" x 24" x 7/16" thick tile, Matte finish, 1/3 Running Bond Installation, RE: FN-4
PT-3	Daltile	Formula	FM94	Axiom Silver	Feature stair accent tile, 24" x 48" x 7/16" thick tile, Matte finish, Vertical stack bond installation
PT-4	Daltile	Emerson Wood	EP04	Balsam Fir	Bar and Kitchen accent tile, 6" x 48" x 5/16" plank tile, Matte finish, Staggered brick-bond installation
PT-5	Daltile	Volume 10	VL11	Degrees Silver	Concourse toilet floors, 6" x 6" tile, Matte Finish
Resilient Base - 096513					



INT - FINISH LEGEND - PHASE 4					
Symbol	Manufacturer	Series/Pattern	Number	Color	Remarks
RES-1	Tarkett	Traditional Rubber Wall Base	63	Burnt Umber	4" H
RES-2	Tarkett	Millwork Base	63	Burnt Umber	4.5" H, Millwork Base, Mandalay profile
RES-3	Tarkett	Millwork Base	63	Snowbound	4.5" H, Millwork Base, Mandalay profile, Lobby desk
Roller Shade - 122413					
RS-1	Mecho Shade				Manual
Rubber Stair Tread - 096513					
RST-1	Tandus Centiva	C000394	63	Burnt Umber	Texture to be raised square, Combination tread and riser, Nosing 5mm at stairs
Rubber Tile Flooring - 096513					
RTF-1	Tandus Centiva	C000667	63	Burnt Umber	Texture to be raised square
Solid Surface - 064023					
SS-1	Hi-Macs		W001	Ice Queen	
SS-2	Hi-Macs		M615	Aurora Blanc	
SS-3	Corian			Antarctica	Lobby desk horizontal
SS-4	Corian			Antarctica	Lobby desk vertical
Special Floor Coating - 096723					
SFC-1	Dura-Flex	Dur-A-Quartz	Quartz Blends	Q28-21	4" Integral Cove base
Stainless Steel					
SST				Brushed	
Terrazzo - 096623					
TER-1	Terroxy	Thinset epoxy terrazzo	TMR 21-202		3/8" thick
TER-2	Terroxy	Thinset epoxy terrazzo	TMR 21-205		3/8" thick
Terrazzo Base - 096623					
TERB-1	Terroxy	Thinset epoxy terrazzo	TMR 21-202		precast terrazzo, 4" H, Cove base, To match TER-1, to be used as base at all locations that TER-1 is adjacent to wall
TERB-2	Terroxy	Thinset epoxy terrazzo	TMR 21-205		precast terrazzo, 4" H, Cove base, To match TER-2, to be used as base at all locations that TER-1 is adjacent to wall
Terrazzo Stair Tread - 096623					
TST-1	Terroxy	Thinset epoxy terrazzo	TMR 21-202		precast stair treads, tread and riser, with abrasive insert, to match TER-1
Vinyl Wall Covering - 097200					
VWC-1	Korographics	Nassau Dune full color high-rest digital print on wallcovering		Custom Image	Non-glare surface texture applied directly to painted drywall. Provide Level 5 surface finish.
Wet Wall Panel 102116.21					
WWP-1	Avonite	Wet Wall	8256	Polaris	Shower surround
Wood Finish - 064023, 0955133					
WDF-1				To Match HPL-1	
WDF-2	Armstrong Ceilings	ACG Baffles Series 1		To Match MPC-1	Wood slat wall

ISSUED FOR CONSTRUCTION		
2	LINK_BULLETIN 38	01.06.2022
1	LINK_BULLETIN 40	11.23.2021
No.	Description	Date

INT- ROOM FINISH SCHEDULE - PHASE 4												
Number	Name	Floor		Base Finish	Wall		Ceiling		Cabinetry Horizontal	Cabinetry Vertical	Upper Cabinet	Finish Notes (FN)
		Finish	Accent		Finish	Accent	Finish	Accent				
00 - LOWER LEVEL												
LK-101N	ELEV	RTF-1		---	---		---					
LL-1	ELECTRIC SWITCHGEAR & TRANSFORMER RM	NOT IN PACKAGE		NOT IN PACKAGE	NOT IN PACKAGE		NOT IN PACKAGE					
LL-2	REFRIGERATION RM	NOT IN PACKAGE		NOT IN PACKAGE	NOT IN PACKAGE		NOT IN PACKAGE					
LL-2A	CORRIDOR	AF-1	AF-3	RES-2	HPC-1	HPC-4	EXP /HPC-2					
LL-4A	TOILET	AF-2		RES-1	HPC-1		EXP /HPC-2					
LL-4B	TOILET	AF-2		RES-1	HPC-1		EXP /HPC-2					
LL-4C	TOILET	AF-2		RES-1	HPC-1	WWP-1	EXP /HPC-2					
LL-4D	TOILET	AF-2		RES-1	HPC-1	WWP-1	EXP /HPC-2					
LL-5	ANTI DOPING	AF-2		RES-1	HPC-1		EXP /HPC-2					
LL-5A	CORRIDOR	AF-3		RES-2	HPC-1	HPC-4	EXP /HPC-2					
LL-9	MACHINE RM	EXIST.		EXIST.	EXIST.		EXIST.					
LL-10A	STAIR #3	RTF-1	RST-1	RES-1	HPC-1		---					
LL-10B	STAIR # 8	RTF-1	RST-1	RES-1	HPC-1		---					
LL-11B	CORRIDOR	AF-1		RES-2	HPC-1	HPC-4	EXP /HPC-2					
LL-11C	ELEV LOBBY	AF-1	AF-3	RES-2	HPC-1		EXP /HPC-2					
LL-12	OFFICE	AF-2		RES-1	HPC-1	HPC-5	APC-1					
LL-13A	LOCKERS	AF-2		RES-1	HPC-1		EXP /HPC-2	PL-1	PL-1	PL-1		
LL-13B	LOCKERS	AF-2		RES-1	HPC-1		EXP /HPC-2	PL-1	PL-1	PL-1		
LL-13C	LOCKER	AF-2		RES-1	HPC-1		EXP /HPC-2	PL-1	PL-1	PL-1		
LL-13D	LOCKERS	AF-2		RES-1	HPC-1		EXP /HPC-2	PL-1	PL-1	PL-1		
LL-13E	LOCKERS	AF-2		RES-1	HPC-1		EXP /HPC-2	PL-1	PL-1	PL-1		
LL-13F	LOCKERS	AF-2		RES-1	HPC-1		EXP /HPC-2	PL-1	PL-1	PL-1		
LL-14	EQUIPMENT	PATCH TO MATCH		PATCH TO MATCH	PATCH TO MATCH		PATCH TO MATCH					
LL-15	EXISTING TUNNEL	AF-3	EXIST. RAMP BELOW	---	HPC-1		EXIST./HPC-1					
01 - GROUND LEVEL												
G-22C	SECURE STORAGE	S.CONC.		RES-1	HPC-1		APC-1					
G-22D	STAIR CORRIDOR	S.CONC.		RES-1	HPC-1		EXP /HPC-7					FN-1
G-23	TICKETING	CPT-1		RES-1	HPC-1		APC-1	SS-1	HPL-1			FN-5
G-23A	SAFE	S.CONC.		RES-1	HPC-1		APC-1					
G-23B	TICKETING OFFICE	CPT-1		RES-1	HPC-1		APC-1					
G-23C	WORK AREA	CPT-1		RES-1	HPC-1		APC-1	SS-1	HPL-1			
G-23D	STORAGE	CPT-1		RES-1	HPC-1		APC-1					
G-23E	TEL/DATA	S.CONC.		RES-1	HPC-1		APC-1					
G-25A-1	STAIR #4	S.CONC.	MS-2	RES-1	PNT-1		EXP					
G-25B-1	STAIR #5	S.CONC.	MS-2	RES-1	PNT-1		EXP					
G-25C-1	STAIR #6	S.CONC.	MS-2	RES-1	PNT-1		EXP					
G-25D-1	STAIR #7	S.CONC.	MS-2	RES-1	PNT-1		EXP					
LK-101	LOBBY	TER-1	TER-2, MS-1	TERB-1, TERB-2, RES-3	HPC-1	HPC-8, WDF-2, PNT-6, HPC-7, PT-4, HPC-9	MP-1, EXP/HPC-8	GWBIHPC-2, APC-4	SS-3	SS-4, HPL-1		FN-5, FN-9
LK-101A	VESTIBULE	MS-1	TER-1	TERB-1	HPC-1		GWBIHPC-2					
LK-101B	OPEN LOUNGE	TER-2	TER-1	TERB-2	PNT-6	HPC-8, HPC-1	GWBIHPC-2					FN-5, FN-9
LK-101F	VESTIBULE	TER-1		TERB-1	HPC-1		APC-4					
LK-101H	STAIR	TST-1	TER-1	TERB-1	PT-1/MES-4	PT-3/MES-4	TER-1					
LK-102	RETAIL	P.CONC. -1	MS-1	RES-2	HPC-1	HPC-7, SLAT WALL	APC-4	GWBI/PNT-2				FN-9
LK-102B	OFFICE / STORAGE	P.CONC. -1		RES-1	HPC-1		APC-4					FN-9
LK-103	MUSEUM	P.CONC. -1		RES-2	HPC-1		APC-4					
LK-103A	EXIT CORRIDOR	P.CONC. -1	MS-1	RES-2	HPC-1		EXP /HPC-8					
LK-103B	ELEC	P.CONC. -1		RES-1	HPC-1		EXP /HPC-2					
LK-104	MUSEUM OFFICE	CPT-1		RES-1	PNT-1		APC-1					
LK-104A	MECH	S.CONC.		RES-1	HPC-1		EXP /HPC-2					
LK-104B	ARCHIVES	PATCH TO MATCH		PATCH TO MATCH	PATCH TO MATCH		EXIST.					
LK-105	ARCHIVES	PATCH TO MATCH		PATCH TO MATCH	PATCH TO MATCH		EXIST.					
LK-106	IT CLOSET	S.CONC.		RES-1	PNT-1		EXP /HPC-2					
LK-107	JC	SFC-1		SFC-1	HPC-1		GWBIHPC-2					
LK-108	STORAGE	S.CONC.		RES-1	PNT-1		GWBIHPC-2					
LK-108A	ELEV MACH ROOM	S.CONC.		RES-1	PNT-1		GWBIHPC-2					
LK-109	GENDER NEUTRAL RR	SFC-1		SFC-1	HPC-1		GWBIHPC-2					
LK-110	GENDER NEUTRAL RR	SFC-1		SFC-1	HPC-1		GWBIHPC-2					
LK-111	GENDER NEUTRAL RR	SFC-1		SFC-1	HPC-1		GWBIHPC-2					
LINK MEZZANINE												
LK-201R	CIRCULATION	CPT-1		RES-2	HPC-1		APC-1	GWBI/PNT-2				
LK-210	STORAGE	S.CONC.		RES-1	PNT-1		EXP /HPC-8					
LK-211	IT CLOSET	S.CONC.		RES-1	PNT-1		EXP /HPC-8					
LK-220	CIRCULATION	P.CONC. -1		RES-2	HPC-1		EXP /HPC-2					
LK-220A	CIRCULATION	TER-1		TERB-1	HPC-1		APC-1	GWBIHPC-2				
LK-227	WOMENS	PT-5		MES-3	PT-2	HPC-1	GWBIHPC-2	SS-1	PL-1			FN-6, FN-8
LK-228	MENS	PT-5		MES-3	PT-2	HPC-1	GWBIHPC-2	SS-1	PL-1			FN-6, FN-8
02 - CONCOURSE LEVEL												
LK-002A	ELEV	TER-1		---	---		---					
LK-201	LOBBY / CIRCULATION	TER-1	LVT-1, TER-2	TERB-1, TERB-2, RES-2	HPC-1	PT-4, HPC-3, WDF-2, PNT-6	APC-4	MP-1,EXP/HPC-8, GWBIHPC-2	SS-1			FN-5
LK-201A	VENDING	TER-1		TERB-1	HPC-1		GWBIHPC-2					
LK-201C	STAIR	CPT-1		RES-2	PNT-1	PNT-5	APC-1	GWBI/PNT-2				
LK-202	RESTAURANT	TER-1	TER-1	RES-2, TERB-1	HPC-1	PT-4, HPC-7	MP-2	GWBIHPC-2, EXP/HPC-8	SS-2	PL-4, HPL-1		FN-5
LK-203	KITCHEN	SFC-1		SFC-1	CT-1		APC-2	GWBIHPC-2	SS-2			
LK-203A	STORAGE	SFC-1		SFC-1	HPC-1		APC-2					
LK-203B	STORAGE	SFC-1		SFC-1	HPC-1		APC-2					
LK-203C	RR	SFC-1		SFC-1	HPC-1		APC-2					
LK-204	FAMILY TOILET	SFC-1		SFC-1	HPC-1		GWBIHPC-2					
LK-205	JC	SFC-1		SFC-1	HPC-1		GWBIHPC-2					
LK-206	INFORMATION	CPT-1		RES-1	PNT-1		APC-1	GWBIHPC-2	SS-1	HPL-1	2	FN-3
LK-207	PHOTO BOOTH	LVT-1		RES-2	HPC-9		APC-1	GWBIHPC-2	SS-1	HPL-2		FN-3
LK-208	PHOTO BOOTH PRINT ROOM	LVT-1		RES-1	HPC-1		APC-1					
LK-209	GAME ROOM	P.CONC. -1		RES-2	HPC-7		APC-4					
LK-212	OFFICE	CPT-1		RES-1	PNT-1	PNT-5	APC-1					
LK-213	OFFICE	CPT-1		RES-1	PNT-1	PNT-5	APC-1					
LK-214	OFFICE	CPT-1		RES-1	PNT-1	PNT-5	APC-1					
LK-215	OFFICE	CPT-1		RES-1	PNT-1	PNT-5	APC-1					
LK-216	OFFICE	CPT-1		RES-1	PNT-1	PNT-5	APC-1					
LK-217	OFFICE	CPT-1		RES-1	PNT-1	PNT-5	APC-1					
LK-218	OFFICE	CPT-1		RES-1	PNT-1	PNT-5	APC-1					
LK-219	OFFICE	CPT-1		RES-1	PNT-1	PNT-5	APC-1					
LK-221	TOILET	PT-5		MES-3	PT-2	HPC-1	GWBIHPC-2					
LK-222	STORAGE	CPT-1		RES-1	HPC-1		APC-1					
LK-223	CONFERENCE	CPT-1		RES-2	PNT-1	PNT-5	APC-1	GWBI/PNT-2	SS-1	HPL-1		FN-3
LK-224	STORAGE	CPT-1		RES-1	HPC-1		EXP /HPC-2					
LK-226	ROOF ACCESS	S.CONC.		RES-1	HPC-1		EXP /HPC-2					
LK-229	JC	SFC-1		SFC-1	HPC-1		EXP /HPC-2					



Olympic Center
Revitalization

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FeTech

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Canastota, NY 13032

Arena Link Building Contract
Construction Documents

FEBRUARY 12, 2021

ISSUED FOR CONSTRUCTION

Drawing Title:

ROOM FINISH SCHEDULE
- LINK

3	LINK_BULLETIN 38	01.06.2022
2	LINK_BULLETIN 40	11.23.2021
1	LINK_BULLETIN 28	10.01.2021

No.	Description	Date
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CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

A1213

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BM 360/JORDA SKATING CENTER/JORDA CONC. AR2.14



1 01 - GROUND LEVEL_FINISH PLAN -AREA H
1/8" = 1'-0"



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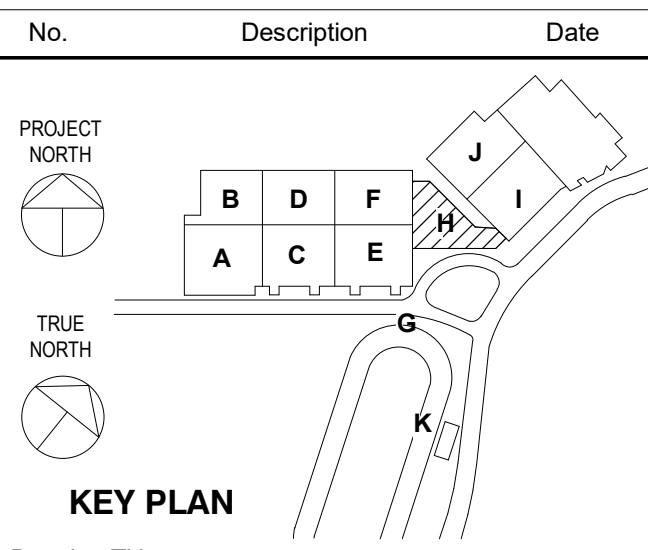
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Arena Link Building Contract Construction Documents

FEBRUARY 12, 2021



ISSUED FOR CONSTRUCTION



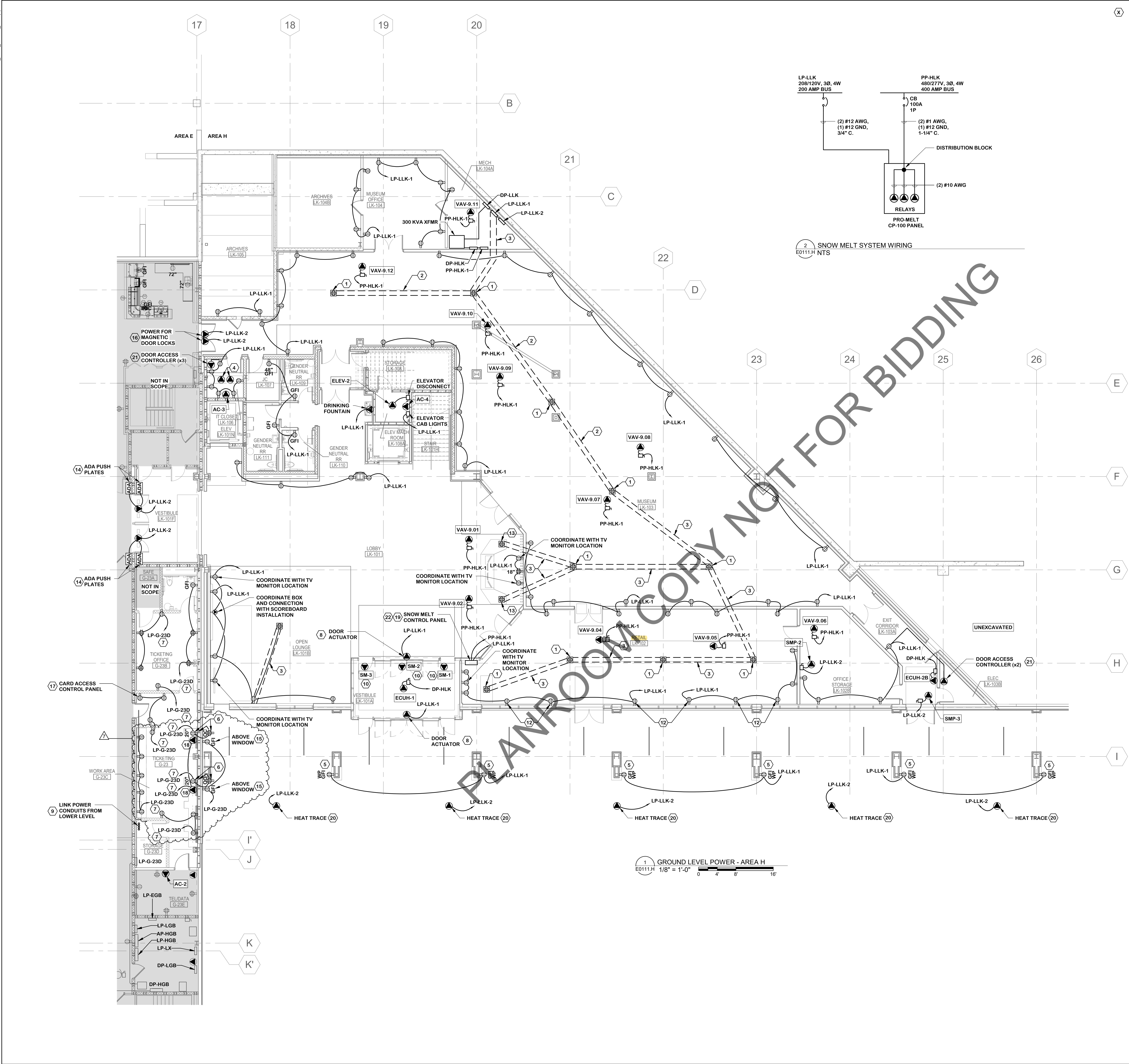
01 - GROUND LEVEL
FINISH PLAN - AREA H

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

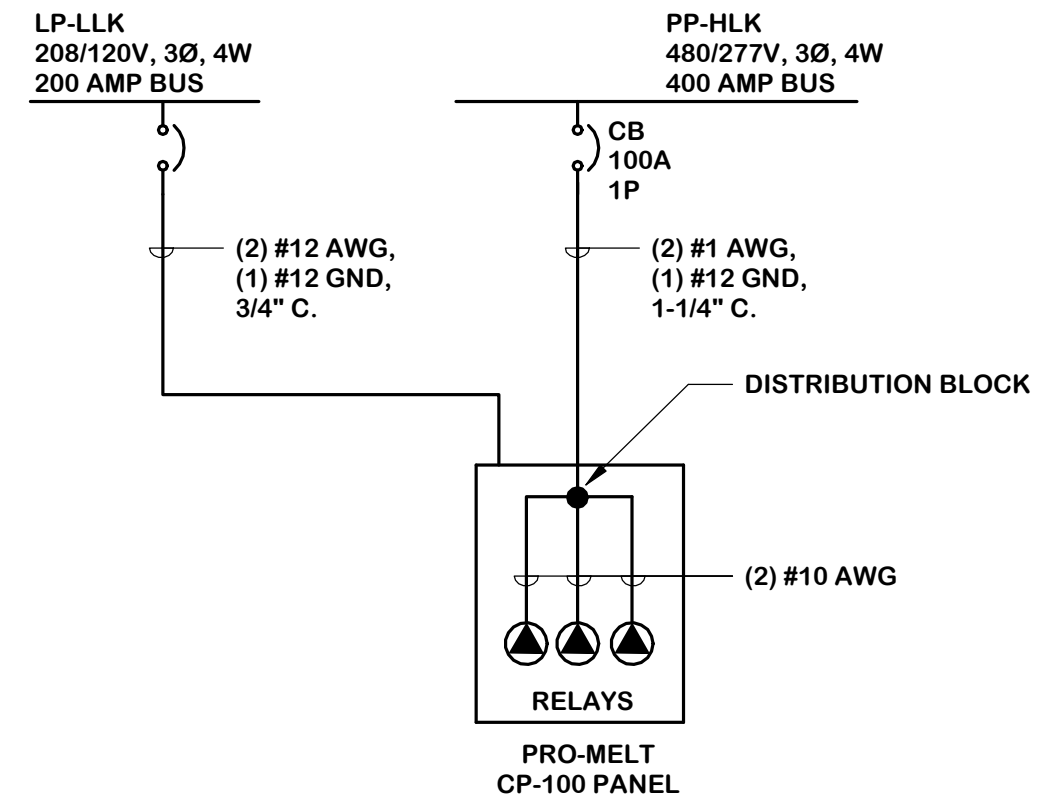
A1221.H

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10/29/2021 11:25:59 AM



- KEYNOTES:**
- 1 PROVIDE FLOOR BOXES FOR QUAD RECEPTACLES AND DATA OUTLETS. COORDINATE WITH I.T. DRAWINGS.
 - 2 SAW CUT FLOOR FOR INSTALLATION OF CONDUITS. PATCH TO MATCH SURROUNDINGS.
 - 3 INSTALL CONDUITS IN NEW FLOOR SLAB.
 - 4 PROVIDE TELECOM DATA SYSTEM WITH (2) 30A/1P CIRCUITS FOR UPS POWER. CIRCUIT TO LP-LLK-1 WITH (2) #10 AWG + (1) #10 GND IN 3/4" C. COORDINATE WITH I.T. CONTRACTOR.
 - 5 GFCI DUPLEX RECEPTACLE WITH "WHILE-IN-USE" COVER. COORDINATE INSTALLATION WITH COLUMN FINISHES. DEVICE AND COVER PLATE COLOR TO BE APPROVED BY THE ARCHITECT.
 - 6 COORDINATE RECEPTACLE ROUGH-IN LOCATION WITH MILLWORK FOR TICKETING COUNTER.
 - 7 UTILIZE SPARE 120V/1P CIRCUIT BREAKER IN PANEL LP-G-23D FOR RECEPTACLE CIRCUIT.
 - 8 COORDINATE DOOR ACTUATOR POWER CONNECTIONS WITH DOOR HARDWARE PROVIDER.
 - 9 ROUTE NEW LINK POWER CONDUITS UP TO CEILING AND OVER TO DP-HLK LOCATED IN OFFICE/STORAGE ROOM LK-102B.
 - 10 COORDINATE SNOW MELT CIRCUITING AND INSTALLATION WITH MECHANICAL CONTRACTOR.
 - 11 NOT USED.
 - 12 RECEPTACLE BOXES TO BE ROTATED 90 DEGREES AND INSTALLED IN THE WALL PORTION BELOW THE STOREFRONT WINDOW.
 - 13 DOUBLE-DUPLEX RECEPTACLES TO BE MOUNTED IN WELCOME DESK MILLWORK. COORDINATE INSTALLATION WITH MILLWORK CONTRACTOR. SEE DRAWING A0904.
 - 14 PROVIDE BOXES, CONDUIT AND WIRING FOR THE INSTALLATION OF ADA DOOR ASSIST ACTUATORS. COORDINATE WITH DOOR HARDWARE CONSULTANT.
 - 15 COORDINATE RECEPTACLE LOCATIONS ABOVE TICKETING WINDOWS WITH I.T. DRAWINGS.
 - 16 THIS DOOR TO RECEIVE CONNECTIONS TO POWERED DOOR LOCKS SO IT WILL RELEASE UPON ACTIVATION OF FIRE ALARM SYSTEM. COORDINATE WITH DOOR HARDWARE SUPPLIER AND FIRE ALARM PLANS.
 - 17 PROVIDE DUPLEX RECEPTACLE AND CIRCUIT TO NEARBY RECEPTACLE WITH (2) #12 AWG + #12 GND IN 3/4" C. PROVIDE SURFACE RACEWAY ON WALLS IN FINISHED AREAS. COORDINATE WITH I.T. EQUIPMENT INSTALLATION.
 - 18 PROVIDE POWER CONNECTION TO FIRE SHUTTER ABOVE TICKET WINDOW. CIRCUIT TO OVER COUNTER RECEPTACLE CIRCUIT WITH (2) #12 AWG + (1) #12 GND, 3/4" C.
 - 19 SNOW MELT CONTROL PANEL TO BE CIRCUITED TO PP-HLK-1 AND PROVIDE (2) #1 AWG + (1) #6 GND, 1-1/4" CONDUIT THROUGH SLAB.
 - 20 PROVIDE CONNECTION FOR HEAT TRACE FURNISHED BY PLUMBING CONTRACTOR. CIRCUIT TO LP-LLK-2 WITH (2) #12 AWG + (1) #12 GND, 3/4" C. COORDINATE POWER CONNECTIONS WITH CARD ACCESS SYSTEM INSTALLER.
 - 21 PROVIDE 120V CIRCUIT FOR DOOR ACCESS CONTROL PANEL FROM NEW RECEPTACLE CIRCUIT AS SHOWN WITH (2) #12 AWG + #12 GND, 3/4" C. COORDINATE POWER CONNECTIONS WITH CARD ACCESS SYSTEM INSTALLER.
 - 22 SNOW MELT CONTROL PANEL REQUIRES 120V/1PH CONNECTION FOR CONTROL TRANSFORMER. CIRCUIT TO LP-LLK-1 WITH (2) #12 AWG, (1) #12 GND, 3/4" C. USE SPARE 20A/1P BREAKER FOR CIRCUIT.



2 SNOW MELT SYSTEM WIRING
E0111.H NTS

1 GROUND LEVEL POWER - AREA H
E0111.H 1/8" = 1'-0"

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Arena Link Building Contract
Construction Documents

FEBRUARY 12, 2021

ISSUED FOR CONSTRUCTION

No.	Description	Date
7	LINK BULLETIN NO.30	10/29/2021
6	LINK BULLETIN NO.18	08/20/2021
5	LINK BULLETIN NO.16	08/13/2021
4	LINK BULLETIN NO.14	08/11/2021
3	LINK ADDENDUM #6	03/16/2021
2	LINK ADDENDUM #5	03/12/2021
1	ADDENDUM NO.2	03/05/2021

KEY PLAN

Drawing Title:

GROUND LEVEL POWER - AREA H

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

E0111.H

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PANEL: PP-HLK-1

LOCATION: 01 - GROUND LEVEL
SOURCE: DP-HLK
MOUNTING: SURFACE
ENCLOSURE: TYPE 1

VOLTAGE: 480Y/277
PHASE: 3
WIRES: 4

A.I.C. RATING: 22 KAIC
MAINS TYPE: MCB
MAINS RATING: 400 A
MCB RATING: 400 A

NOTES:

OKT	DESCRIPTION	TRIP	POLE	A	B	C	POLE	TRIP	DESCRIPTION	OKT
1				10417...	10417...					2
3	VAV-9.01	40 A	3		10417...	10417...		3	40 A VAV-9.02	4
5						10417...				6
7				10417...	10417...					8
9	VAV-9.04	40 A	3		10417...	10417...		3	40 A VAV-9.05	10
11						10417...				12
13				3125 VA	10417...					14
15	VAV-9.06	40 A	3		3125 VA	10417...		3	40 A VAV-9.07	16
17						3125 VA				18
19				10417...	10417...					20
21	VAV-9.08	40 A	3		10417...	10417...		3	40 A VAV-9.09	22
23						10417...				24
25				10417...	3125 VA					26
27	VAV-9.10	40 A	3		10417...	3125 VA		3	40 A VAV-9.11	28
29						3125 VA				30
31				10417...	2300 VA			1	100 A SNOW MELT CONTROL PANEL	32
33	VAV-9.12	40 A	3		10417...	0 VA		1	20 A SPARE	34
35						10417...		1	20 A SPARE	36
37				0 VA	0 VA					38
39	SPARE	20 A	3		0 VA	0 VA		3	20 A SPARE	40
41						0 VA				42
TOTAL LOAD:				102.3 kVA	100.0 kVA	100.0 kVA				
TOTAL AMPS:				369.3 A	361 A	361 A				

LEGEND:

PANEL: DP-REF (EXISTING)

LOCATION: 00 - LOWER LEVEL
SOURCE: BLDG SWGR
MOUNTING: SURFACE
ENCLOSURE: TYPE 1

VOLTAGE: 480Y/277
PHASE: 3
WIRES: 4

A.I.C. RATING: 22 KAIC
MAINS TYPE: MCB
MAINS RATING: 200 A
MCB RATING: 200 A

NOTES:

THIS PANEL INSTALLED DURING REFRIGERANT PLANT PHASE. PROVIDE CIRCUIT BREAKERS FOR EQUIPMENT ADDED DURING LINK PHASE.

OKT	DESCRIPTION	TRIP	POLE	A	B	C	POLE	TRIP	DESCRIPTION	OKT
1				2487 VA	2487 VA					2
3	CWP-1A	80 A	3		2487 VA	2487 VA		3	80 A CWP-1B	4
5						2487 VA				6
7				3125 VA	5417 VA					8
9	VAV-5.02	20 A	3		3125 VA	5417 VA		3	20 A VAV-5.01	10
11						3125 VA				12
13	PNL-X			0 VA	0 VA					14
15	XFMR DISCONNECT	40 A	3		0 VA	0 VA		3	70 A PNL-M	16
17						0 VA				18
19				2500 VA	5543 VA					20
21	ECUH-2A	20 A	3		2500 VA	5543 VA		3	25 A ERU-5	22
23						2500 VA				24
25				746 VA	746 VA					26
27	HWP-1A	20 A	3		746 VA	746 VA		3	20 A HWP-1B	28
29						746 VA				30
31				987 VA	2500 VA					32
33	SMP-6	20 A	3		987 VA	2500 VA		3	20 A ECUH-2D	34
35						2500 VA				36
37				12500...				1	20 A ECUH-3	38
39										40
41										42
TOTAL LOAD:				39.0 kVA	26.5 kVA	26.5 kVA				
TOTAL AMPS:				140.9 A	95.8 A	95.8 A				

LEGEND:

NOTES:

1. UNTILIZE SPARE 20A/3P BREAKERS FOR NEW EQUIPMENT VAV-5.01, VAV-5.02, ECUH-2A, HWP-1A & HWP-1B.
2. PROVIDE NEW 25A/3P BREAKER FOR ERU-5.

PANEL: PP-HLK-2

LOCATION: 02 - CONCOURSE LEVEL
SOURCE: DP-HLK
MOUNTING: RECESSED
ENCLOSURE: TYPE 1

VOLTAGE: 480Y/277
PHASE: 3
WIRES: 4

A.I.C. RATING: 22 KAIC
MAINS TYPE: MCB
MAINS RATING: 400 A
MCB RATING: 400 A

NOTES:

OKT	DESCRIPTION	TRIP	POLE	A	B	C	POLE	TRIP	DESCRIPTION	OKT
1				10417...	10417...					2
3	VAV-10.01	40 A	3		10417...	10417...		3	40 A VAV-10.02	4
5						10417...				6
7				10417...	10417...					8
9	VAV-10.03	40 A	3		10417...	10417...		3	40 A VAV-10.04	10
11						10417...				12
13				10417...	10417...					14
15	VAV-10.05	40 A	3		10417...	10417...		3	40 A VAV-10.06	16
17						10417...				18
19				10417...	8750 VA					20
21	VAV-10.07	40 A	3		10417...	8750 VA		3	20 A VAV-10.08	22
23						8750 VA				24
25				5417 VA	5417 VA					26
27	VAV-10.09	20 A	3		5417 VA	5417 VA		3	20 A VAV-10.10	28
29						5417 VA				30
31				5417 VA	10417...					32
33	VAV-10.11	20 A	3		5417 VA	10417...		3	40 A VAV-9.03	34
35						10417...				36
37				2500 VA	0 VA					38
39	ECUH-2C	20 A	3		2500 VA	0 VA		3	20 A SPARE	40
41						2500 VA				42
TOTAL LOAD:				110.8 kVA	110.8 kVA	110.8 kVA				
TOTAL AMPS:				400.1 A	400.1 A	400.1 A				

LEGEND:

PANEL: LP-LLK-1

LOCATION: 01 - GROUND LEVEL
SOURCE: DP-LLK
MOUNTING: SURFACE
ENCLOSURE: TYPE 1

VOLTAGE: 208Y/120
PHASE: 3
WIRES: 4

A.I.C. RATING: 22 KAIC
MAINS TYPE: MCB
MAINS RATING: 200 A
MCB RATING: 200 A

NOTES:

OKT	DESCRIPTION	TRIP	POLE	A	B	C	POLE	TRIP	DESCRIPTION	OKT
1	30A	20 A	1	0 VA	180 VA			1	20 A RECEPT.	2
3	DRINKING FOUNTAIN	20 A	1		300 VA	528 VA		1	20 A SCOREBOARD/RECEPT.	4
5	RECEPT.	20 A	1			360 VA		1	20 A RECEPT.	6
7	UPS-A IT LK-106	30 A	1	1725 VA	1725 VA			1	20 A DOOR ACTUATORS	8
9	RECEPT.	20 A	1		540 VA	540 VA		1	20 A RECEPT.	10
11	DOOR ACTUATORS	20 A	1		1725 VA	720 VA		1	20 A RECEPT.	12
13	RECEPT.	20 A	1	1080 VA	360 VA			1	20 A RECEPT.	14
15	RECEPT.	20 A	1		360 VA	720 VA		1	20 A RECEPT.	16
17	RECEPT.	20 A	1		1080 VA	1080 VA		1	20 A RECEPT.	18
19	RECEPT.	20 A	1	1080 VA	1080 VA			1	20 A RECEPT.	20
21	UPS-B IT LK-106	30 A	1		1725 VA	360 VA		1	20 A RECEPT.	22
23	RECEPT.	20 A	1		1080 VA	0 VA		1	20 A SPARE	24
25	RECEPT.	20 A	1	1080 VA	1080 VA			1	20 A RECEPT.	26
27	RECEPT.	20 A	1		1080 VA	1080 VA		1	20 A RECEPT.	28
29	RECEPT.	20 A	1			1080 VA		1	20 A RECEPT.	30
31	SNOW MELT CTRL	20 A	1	0 VA	0 VA			1	20 A ARCHIVES, OFFICE, MECH LTS	32
33	MUSEUM LIGHTING	20 A	1		0 VA	0 VA		1	20 A IT, J.C. RESTROOMS LTS	34
35	MUSEUM LIGHTING	20 A	1		0 VA	0 VA		1	20 A RETAIL, OFFICE, CORR. LTS	36
37	LOBBY, LOUNGE, VEST. LTS	20 A	1	0 VA	0 VA			1	20 A EXTERIOR LIGHTING	38
39	STAIR, STG, ELEV MACH LTS	20 A	1		0 VA	0 VA		1	20 A SPARE	40
41	SPARE	20 A	1			0 VA		1	20 A SPARE	42
TOTAL LOAD:				9.2 kVA	7.1 kVA	6.8 kVA				
TOTAL AMPS:				76.8 A	59.4 A	56.8 A				

LEGEND:

PANEL: LP-LLK-3

LOCATION: 02 - CONCOURSE LEVEL
SOURCE: DP-LLK
MOUNTING: SURFACE
ENCLOSURE: TYPE 1

VOLTAGE: 208Y/120
PHASE: 3
WIRES: 4

A.I.C. RATING: 22 KAIC
MAINS TYPE: MCB
MAINS RATING: 200 A
MCB RATING: 200 A

NOTES:

OKT	DESCRIPTION	TRIP	POLE	A	B	C	POLE	TRIP	DESCRIPTION	OKT
1	RECEPT.	20 A	1	720 VA	360 VA			1	20 A RECEPT.	2
3	RECEPT.	20 A	1		360 VA	1260 VA		1	20 A RECEPT.	4
5	RECEPT.	20 A	1			180 VA		1	20 A RECEPT.	6
7	RECEPT.	20 A	1	360 VA	360 VA			1	20 A RECEPT.	8
9	RECEPT.	20 A	1		360 VA	360 VA		1	20 A RECEPT.	10
11	RECEPT.	20 A	1			360 VA		1	20 A RECEPT.	12
13	RECEPT.	20 A	1	360 VA	360 VA			1	20 A RECEPT.	14
15	RECEPT.	20 A	1		360 VA	540 VA		1	20 A RECEPT.	16
17	RECEPT.	20 A	1			180 VA		1	20 A RECEPT.	18
19	RECEPT.	20 A	1	360 VA	360 VA			1	20 A RECEPT.	20
21	RECEPT.	20 A	1		540 VA	360 VA		1	20 A RECEPT.	22
23	RECEPT.	20 A	1			360 VA		1	20 A RECEPT.	24
25	RECEPT.	20 A	1	900 VA	360 VA			1	20 A RECEPT.	26
27	ROOFTOP MAINT. RECEPTS.	20 A	1		360 VA	540 VA		1	20 A ROOFTOP MAINT. RECEPTS.	28
29	ROOFTOP MAINT. RECEPTS.	20 A	1			540 VA		1	20 A ROOFTOP MAINT. RECEPTS.	30
31	RECEPT.	20 A	1	360 VA	0 VA			1	20 A KITCHEN LIGHTING	32
33	LOBBY / CIRCULATION LTS	20 A	1		0 VA	0 VA		1	20 A GAME, PHOTO, OFFICE LTS	34
35	BATHROOMS, OFFICE LTS	20 A	1			50 VA		1	20 A RESTAURANT LIGHTING	36
37	RESTAURANT LIGHTING	20 A	1	0 VA	0 VA			1	20 A EXTERIOR LIGHTING	38
39	SPARE	20 A	1		0 VA	0 VA		1	20 A SPARE	40
41	SPARE	20 A	1			0 VA		1	20 A SPARE	42
TOTAL LOAD:				4.9 kVA	5.0 kVA	3.8 kVA				
TOTAL AMPS:				41.8 A	43.3 A	31.9 A				

LEGEND:

PANEL: PP-HLK-3

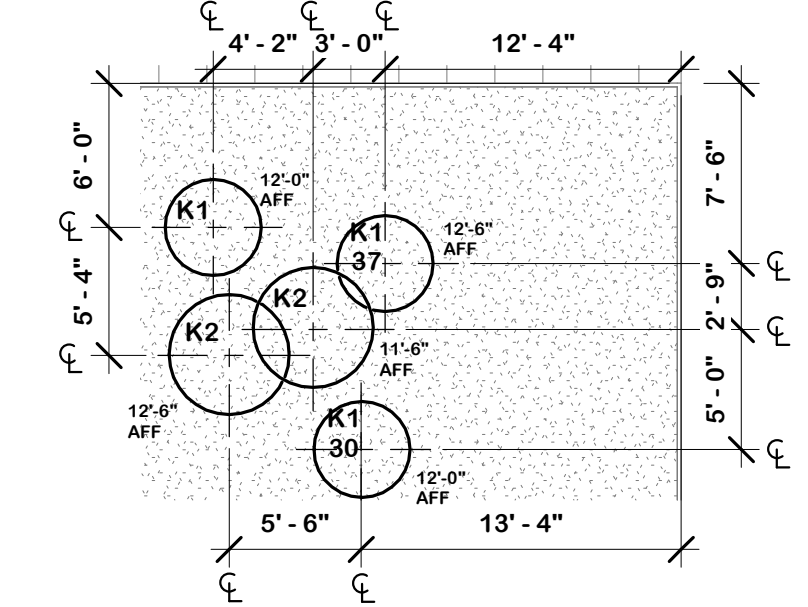
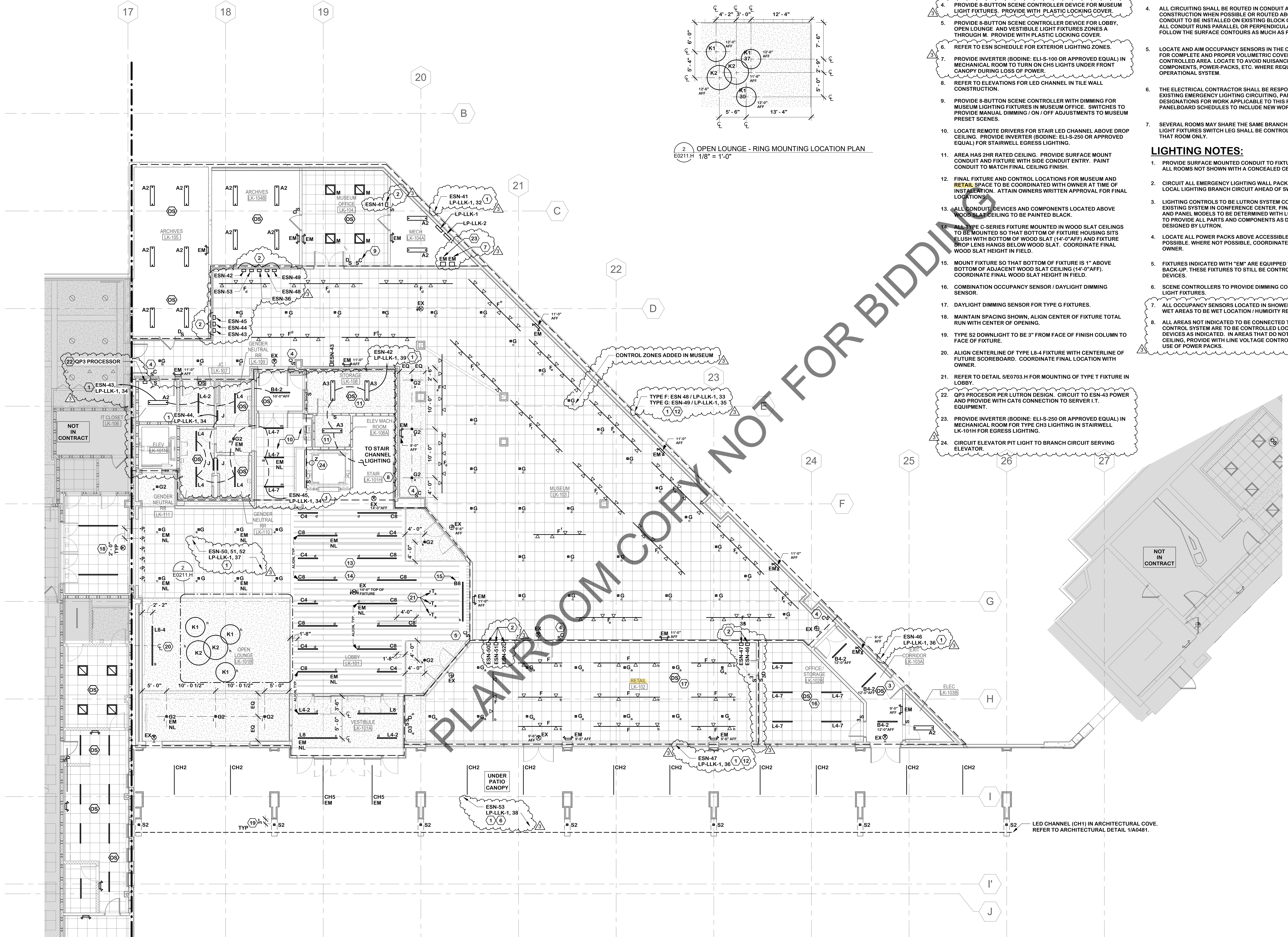
LOCATION: 02 - CONCOURSE LEVEL
SOURCE: DP-HLK
MOUNTING: RECESSED
ENCLOSURE: TYPE 1

VOLTAGE: 480Y/277
PHASE: 3
WIRES: 4

A.I.C. RATING: 22 KAIC
MAINS TYPE: MCB
MAINS RATING: 400 A
MCB RATING: 400 A

NOTES:

OKT	DESCRIPTION	TRIP	POLE	A		B		C		POLE	TRIP	DESCRIPTION	OKT
1				3125 VA	3125 VA								2
3	VAV-11.01	20 A	3			3125 VA	3125 VA			3	20 A	VAV-11.02	4
5								3125 VA	3125 VA				6
7				3125 VA	3125 VA								8
9	VAV-11.03	20 A	3			3125 VA	3125 VA			3	20 A	VAV-11.04	10
11								3125 VA	3125 VA				12
13				3125 VA	3125 VA								14
15	VAV-11.05	20 A	3			3125 VA	3125 VA			3	20 A	VAV-11.06	16
17								3125 VA	3125 VA				18
19				8314 VA	4988 VA								20
21	ERU-7	40 A	3			8314 VA	4988 VA			3	25 A	ERU-8	22
23								8314 VA	4988 VA				24
25				24664...	33810...								26
27	ERU-9	110 A	3			24664...	33810...			3	150 A	ERU-10	28
29								24664...	33810...				30
31				9145 VA	25911...								32
33	ERU-11	45 A	3			9145 VA	25911...			3	100 A	MUA-1	34
35								9145 VA	25911...				36
37				0 VA	887 VA								38
39	SPARE	20 A	3			0 VA	887 VA			3	20 A	KEF-1	40
41								0 VA	887 VA				42
				TOTAL LOAD:		126.5 kVA	126.5 kVA	0 VA					42



2 OPEN LOUNGE - RING MOUNTING LOCATION PLAN
E0211.H 1/8" = 1'-0"

- KEYNOTES**
1. AREA IS CONNECTED TO LUTRON LIGHTING CONTROL SYSTEM. REFER TO SCHEDULE ON E0704.H. ALL NEW LIGHT FIXTURES TO HAVE 0-10V WIRING FROM ESN TO PROVIDE LUTRON QUANTUM SYSTEM DIMMING CONTROL OF FIXTURES.
 2. ENERGY SAVER NODE (ESN) PER LUTRON DESIGN. REFER TO SCHEDULE ON E0704.H. LOCATE ABOVE ACCESSIBLE CEILING.
 3. OCCUPANCY SENSOR PROVIDED WITH STEM MOUNTING. REFER TO DETAIL 4/E703.H.
 4. PROVIDE 8-BUTTON SCENE CONTROLLER DEVICE FOR MUSEUM LIGHT FIXTURES. PROVIDE WITH PLASTIC LOCKING COVER.
 5. PROVIDE 8-BUTTON SCENE CONTROLLER DEVICE FOR LOBBY, OPEN LOUNGE AND VESTIBULE LIGHT FIXTURES ZONES A THROUGH M. PROVIDE WITH PLASTIC LOCKING COVER.
 6. REFER TO ESN SCHEDULE FOR EXTERIOR LIGHTING ZONES.
 7. PROVIDE INVERTER (BODINE: ELI-S-100 OR APPROVED EQUAL) IN MECHANICAL ROOM TO TURN ON CH5 LIGHTS UNDER FRONT CANOPY DURING LOSS OF POWER.
 8. REFER TO ELEVATIONS FOR LED CHANNEL IN TILE WALL CONSTRUCTION.
 9. PROVIDE 8-BUTTON SCENE CONTROLLER WITH DIMMING FOR MUSEUM LIGHTING FIXTURES IN MUSEUM OFFICE. SWITCHES TO PROVIDE MANUAL DIMMING / ON / OFF ADJUSTMENTS TO MUSEUM PRESET SCENES.
 10. LOCATE REMOTE DRIVERS FOR STAIR LED CHANNEL ABOVE DROP CEILING. PROVIDE INVERTER (BODINE: ELI-S-250 OR APPROVED EQUAL) FOR STAIRWELL EGRESS LIGHTING.
 11. AREA HAS 2HR RATED CEILING. PROVIDE SURFACE MOUNT CONDUIT AND FIXTURE WITH SIDE CONDUIT ENTRY. PAINT CONDUIT TO MATCH FINAL CEILING FINISH.
 12. FINAL FIXTURE AND CONTROL LOCATIONS FOR MUSEUM AND RETAIL SPACE TO BE COORDINATED WITH OWNER AT TIME OF INSTALLATION. ATTAIN OWNERS WRITTEN APPROVAL FOR FINAL LOCATIONS.
 13. ALL CONDUIT, DEVICES AND COMPONENTS LOCATED ABOVE WOOD SLAT CEILING TO BE PAINTED BLACK.
 14. ALL TYPE C-SERIES FIXTURE MOUNTED IN WOOD SLAT CEILINGS TO BE MOUNTED SO THAT BOTTOM OF FIXTURE HOUSING SITS FLUSH WITH BOTTOM OF WOOD SLAT (14'-0" AFF) AND FIXTURE DROP LEIS HANGS BELOW WOOD SLAT. COORDINATE FINAL WOOD SLAT HEIGHT IN FIELD.
 15. MOUNT FIXTURE SO THAT BOTTOM OF FIXTURE IS 1" ABOVE BOTTOM OF ADJACENT WOOD SLAT CEILING (14'-0" AFF). COORDINATE FINAL WOOD SLAT HEIGHT IN FIELD.
 16. COMBINATION OCCUPANCY SENSOR / DAYLIGHT DIMMING SENSOR.
 17. DAYLIGHT DIMMING SENSOR FOR TYPE G FIXTURES.
 18. MAINTAIN SPACING SHOWN, ALIGN CENTER OF FIXTURE TOTAL RUN WITH CENTER OF OPENING.
 19. TYPE S2 DOWNLIGHT TO BE 3" FROM FACE OF FINISH COLUMN TO FACE OF FIXTURE.
 20. ALIGN CENTERLINE OF TYPE L8-4 FIXTURE WITH CENTERLINE OF FUTURE SCOREBOARD. COORDINATE FINAL LOCATION WITH OWNER.
 21. REFER TO DETAIL 5E0703.H FOR MOUNTING OF TYPE T FIXTURE IN LOBBY.
 22. QP3 PROCESSOR PER LUTRON DESIGN. CIRCUIT TO ESN-43 POWER AND PROVIDE WITH CAT6 CONNECTION TO SERVER I.T. EQUIPMENT.
 23. PROVIDE INVERTER (BODINE: ELI-S-250 OR APPROVED EQUAL) IN MECHANICAL ROOM FOR TYPE CH5 LIGHTING IN STAIRWELL LK-101H FOR EGRESS LIGHTING.
 24. CIRCUIT ELEVATOR PIT LIGHT TO BRANCH CIRCUIT SERVING ELEVATOR.

GENERAL LIGHTING NOTES:

1. REFER TO GENERAL ELECTRICAL NOTES ON E000 SERIES DRAWINGS.
2. REFER TO SCHEDULES ON E703.H FOR LIGHT FIXTURE INFORMATION AND CONTROLS SEQUENCING.
3. THE EXISTING CONFERENCE CENTER WAS DESIGNED AND UTILIZES A LUTRON LIGHTING CONTROL PANELBOARD. THE NEW LIGHTING CONTROL SYSTEM WAS BASED AROUND THE LUTRON TYPE GP-DIMMING PANELS. CONTRACTOR SHALL PROVIDE A DELEGATED DESIGN USING LUTRON QUANTUM VUE SYSTEM WITH GP-DIMMING PANELS THAT WILL INTEGRATE WITH THE EXISTING CONFERENCE CENTER LIGHTING CONTROL PANELS.
4. ALL CIRCUITING SHALL BE ROUTED IN CONDUIT AND CONCEALED IN NEW WALL CONSTRUCTION WHEN POSSIBLE OR ROUTED ABOVE DROPPED CEILINGS. FOR CONDUIT TO BE INSTALLED ON EXISTING BLOCK OR CONCRETE WALLS, INSTALL ALL CONDUIT RUNS PARALLEL OR PERPENDICULAR TO BUILDING LINES AND FOLLOW THE SURFACE CONTOURS AS MUCH AS PRACTICAL.
5. LOCATE AND AIM OCCUPANCY SENSORS IN THE CORRECT LOCATION REQUIRED FOR COMPLETE AND PROPER VOLUMETRIC COVERAGE WITHIN RANGE OF THE CONTROLLED AREA. LOCATE TO AVOID NUISANCE TRIPPING. PROVIDE ALL PARTS COMPONENTS, POWER PACKS, ETC. WHERE REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.
6. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL EXISTING EMERGENCY LIGHTING CIRCUITING, PANELBOARD, AND CIRCUIT DESIGNATIONS FOR WORK APPLICABLE TO THIS PROJECT. UPDATE EXISTING PANELBOARD SCHEDULES TO INCLUDE NEW WORK.
7. SEVERAL ROOMS MAY SHARE THE SAME BRANCH LIGHTING CIRCUIT. EACH ROOM LIGHT FIXTURES SWITCH LEG SHALL BE CONTROLLED BY THE LOCAL DEVICE(S) IN THAT ROOM ONLY.

LIGHTING NOTES:

1. PROVIDE SURFACE MOUNTED CONDUIT TO FIXTURES AND CONTROLS IN ALL ROOMS NOT SHOWN WITH A CONCEALED CEILING.
2. CIRCUIT ALL EMERGENCY LIGHTING WALL PACKS AND EXIT SIGNS TO LOCAL LIGHTING BRANCH CIRCUIT AHEAD OF SWITCH LEG.
3. LIGHTING CONTROLS TO BE LUTRON SYSTEM COMPATIBLE WITH EXISTING SYSTEM IN CONFERENCE CENTER. FINAL CONTROL DEVICE AND PANEL MODELS TO BE DETERMINED WITH LUTRON. CONTRACTOR TO PROVIDE ALL PARTS AND COMPONENTS AS DETERMINED AND DESIGNED BY LUTRON.
4. LOCATE ALL POWER PACKS ABOVE ACCESSIBLE CEILINGS WHERE POSSIBLE. WHERE NOT POSSIBLE, COORDINATE FINAL LOCATION WITH OWNER.
5. FIXTURES INDICATED WITH "EM" ARE EQUIPPED WITH BATTERY BACK-UP. THESE FIXTURES TO STILL BE CONTROLLED BY LOCAL DEVICES.
6. SCENE CONTROLLERS TO PROVIDE DIMMING CONTROL OVER AREA LIGHT FIXTURES.
7. ALL OCCUPANCY SENSORS LOCATED IN SHOWER OR LOCKER ROOM WET AREAS TO BE WET LOCATION / HUMIDITY RESISTANT DEVICES.
8. ALL AREAS NOT INDICATED TO BE CONNECTED TO LUTRON LIGHTING CONTROL SYSTEM ARE TO BE CONTROLLED LOCALLY WITH DEDICATED DEVICES AS INDICATED. IN AREAS THAT DO NOT CONTAIN AN ACT CEILING, PROVIDE WITH LINE VOLTAGE CONTROLS TO ELIMINATE THE USE OF POWER PACKS.

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Arena Link Building Contract
Construction Documents

FEBRUARY 12, 2021

ISSUED FOR CONSTRUCTION

3	LINK BULLETIN NO.29	10/20/2021
2	LINK BULLETIN NO.8	07/22/2021
1	LINK ADDENDUM #6	03/16/2021

No.	Description	Date
PROJECT NORTH		
TRUE NORTH		
KEY PLAN		
Drawing Title:		
GROUND LEVEL LIGHTING - AREA H		

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

E0211.H

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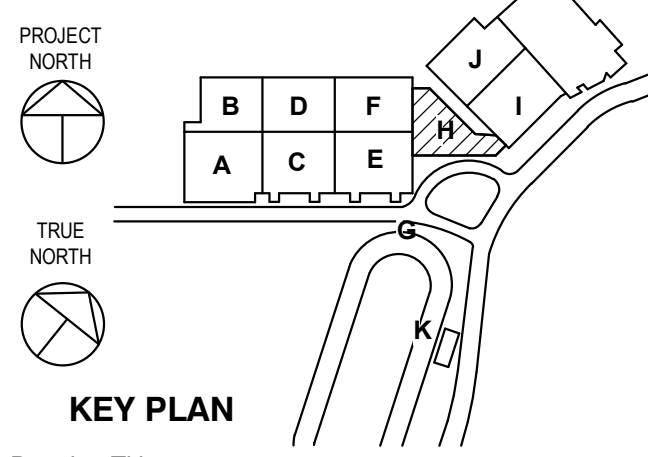
Arena Link Building Contract Construction Documents

FEBRUARY 12, 2021



ISSUED FOR CONSTRUCTION

2	LINK ADDENDUM #6	03/16/2021
1	ADDENDUM NO 2	03/05/2021
No.	Description	Date



KEY PLAN

Drawing Title:

GROUND LEVEL FIRE ALARM - AREA H

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

E0311.H

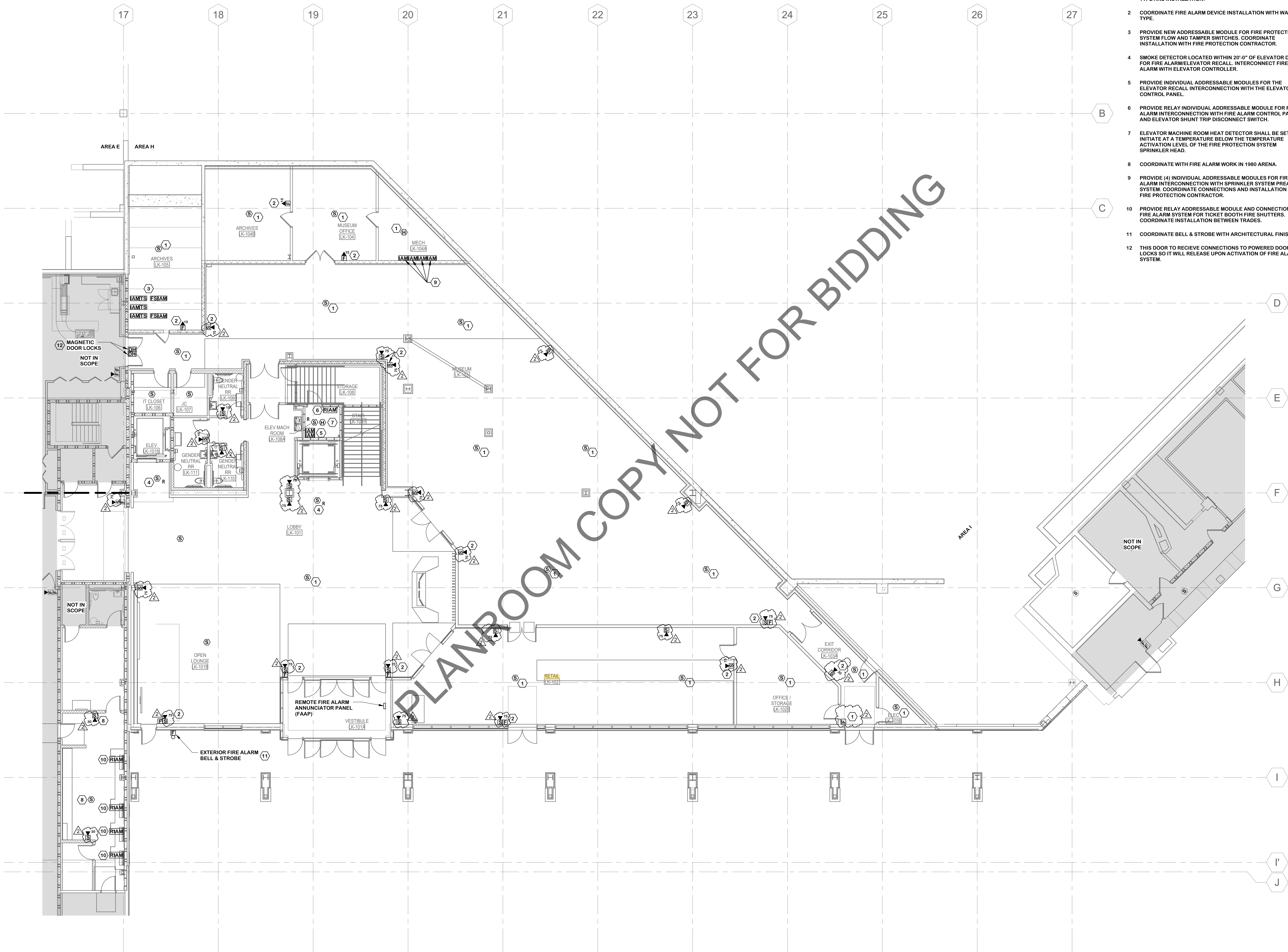
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GENERAL NOTE

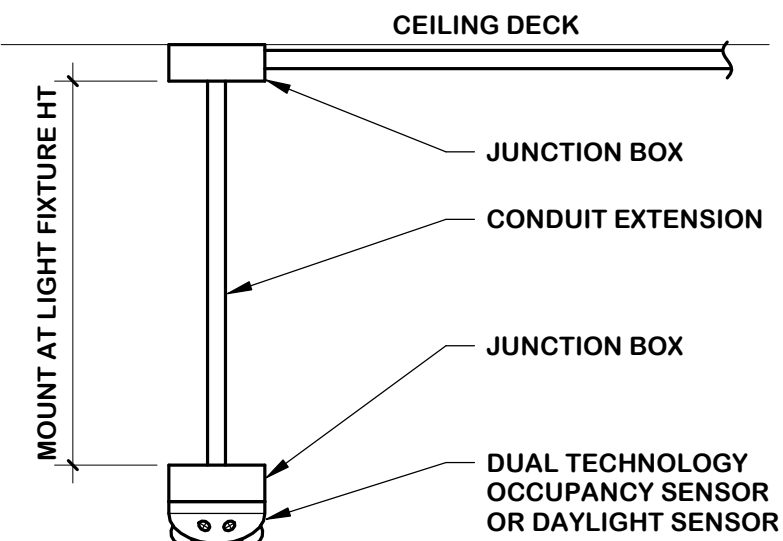
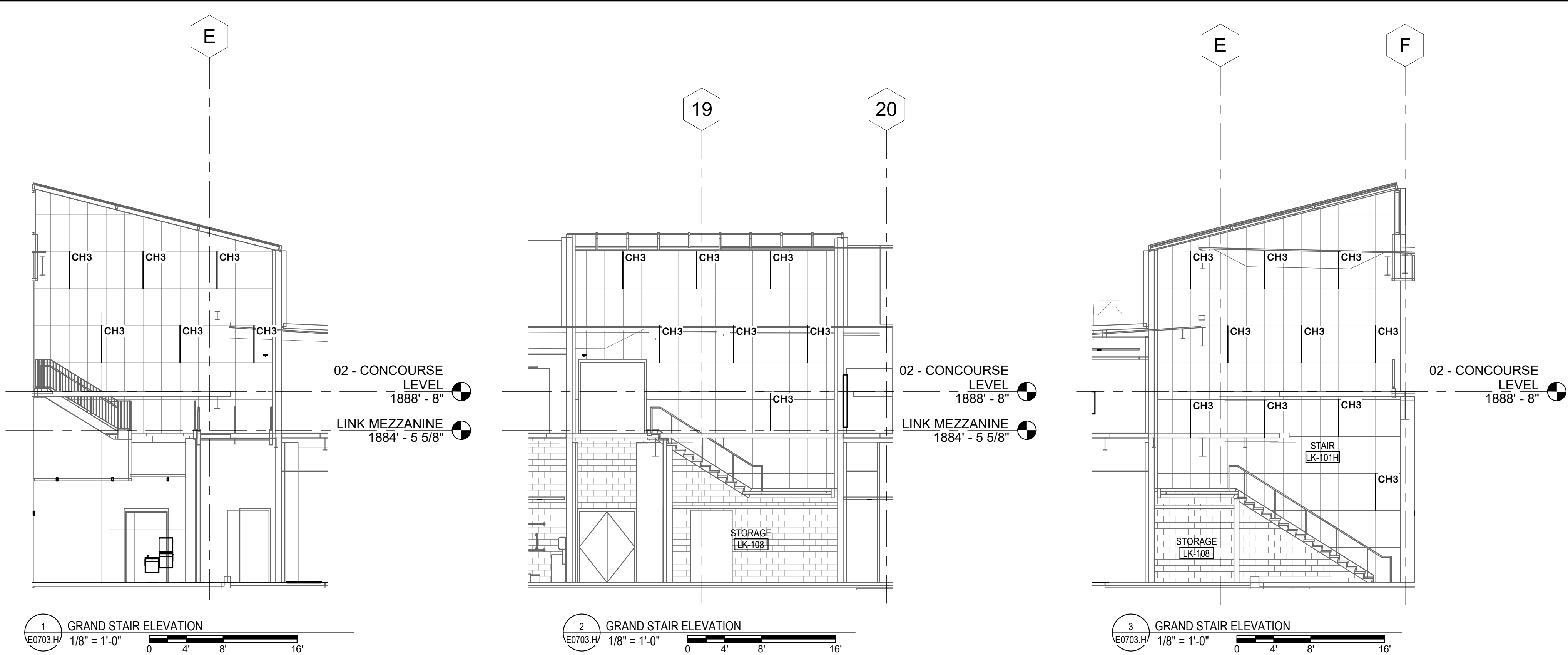
1. ALL NEW LINK BUILDING FIRE ALARM DEVICES SHALL BE CIRCUITED BACK TO NEW FIRE ALARM CONTROL PANEL BEING INSTALLED IN THE 1980 ARENA ELECTRICAL SWITCHGEAR ROOM.

KEYNOTES:

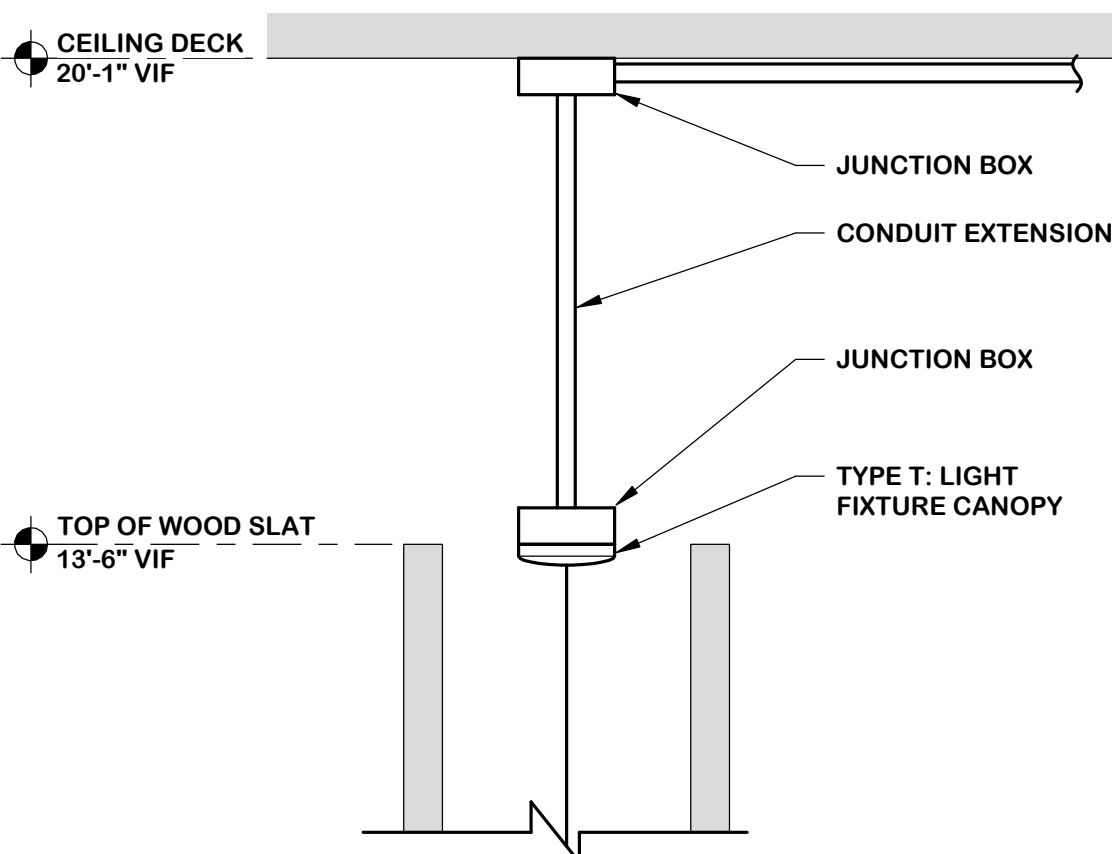
1. COORDINATE FIRE ALARM DEVICE INSTALLATION WITH CEILING TYPE AND INSTALLATION.
2. COORDINATE FIRE ALARM DEVICE INSTALLATION WITH WALL TYPE.
3. PROVIDE NEW ADDRESSABLE MODULE FOR FIRE PROTECTION SYSTEM FLOW AND TAMPER SWITCHES. COORDINATE INSTALLATION WITH FIRE PROTECTION CONTRACTOR.
4. SMOKE DETECTOR LOCATED WITHIN 20'-0" OF ELEVATOR DOOR FOR FIRE ALARM/ELEVATOR RECALL. INTERCONNECT FIRE ALARM WITH ELEVATOR CONTROLLER.
5. PROVIDE INDIVIDUAL ADDRESSABLE MODULES FOR THE ELEVATOR RECALL INTERCONNECTION WITH THE ELEVATOR CONTROL PANEL.
6. PROVIDE RELAY INDIVIDUAL ADDRESSABLE MODULE FOR FIRE ALARM INTERCONNECTION WITH FIRE ALARM CONTROL PANEL AND ELEVATOR SHUNT TRIP DISCONNECT SWITCH.
7. ELEVATOR MACHINE ROOM HEAT DETECTOR SHALL BE SET TO INITIATE AT A TEMPERATURE BELOW THE TEMPERATURE ACTIVATION LEVEL OF THE FIRE PROTECTION SYSTEM SPRINKLER HEAD.
8. COORDINATE WITH FIRE ALARM WORK IN 1980 ARENA.
9. PROVIDE (4) INDIVIDUAL ADDRESSABLE MODULES FOR FIRE ALARM INTERCONNECTION WITH SPRINKLER SYSTEM PREACTION SYSTEM. COORDINATE CONNECTIONS AND INSTALLATION WITH FIRE PROTECTION CONTRACTOR.
10. PROVIDE RELAY ADDRESSABLE MODULE AND CONNECTION TO FIRE ALARM SYSTEM FOR TICKET BOOTH FIRE SHUTTERS. COORDINATE INSTALLATION BETWEEN TRADES.
11. COORDINATE BELL & STROBE WITH ARCHITECTURAL FINISHES.
12. THIS DOOR TO RECIEVE CONNECTIONS TO POWERED DOOR LOCKS SO IT WILL RELEASE UPON ACTIVATION OF FIRE ALARM SYSTEM.



1 GROUND LEVEL FIRE ALARM - AREA H
E0311.H 1/8" = 1'-0" 0 4 8 16'



4. OCCUPANCY SENSOR MOUNTING DETAIL
E0703.H NTS



5. LOBBY LIGHT FIXTURE MOUNTING - TYPE T
E0703.H NTS

LIGHTING CONTROL SEQUENCE OF OPERATIONS												
SPACE TYPE OR ROOM	OCCUPANCY SENSOR		TIME CLOCK				WALL SWITCH		DAYLIGHT SENSOR		CONTROL DESIGN INTENT	
	VACANCY MODE (MANUAL ON)	OCCUPANCY MODE (AUTO ON)	SENSOR TIME OUT PERIOD (IN MINUTES)	SCHEDULED ON AT	SCHEDULED OFF AT	OCCUPIED TIME START	UNOCCUPIED TIME START	AFTER HOURS OVERRIDE SWITCH (2 POSN)	ON / OFF ONLY	DIMMER SWITCH	SCENE SWITCH	INDOOR - ON / OFF ONLY
EXTERIOR	-	-	-	6AM	8PM	-	-	-	-	-	-	-
MECHANICAL / MACHINE ROOM	-	-	-	-	-	-	-	-	X	-	-	1
ELECTRICAL / I.T.	-	-	-	-	-	-	-	-	X	-	-	1
CORRIDOR / CIRCULATION	-	-	-	6AM	8PM	-	-	X	-	-	X	5
RESTROOM	-	X	20	-	-	-	-	-	-	-	-	3
OFFICE / ARCHIVES / CONFERENCE	X	-	20	-	-	-	-	-	X	-	-	2
GRAND STAIRCASE**	-	-	-	6AM	8PM	-	-	-	-	-	-	8
LOCKER ROOM	-	X	20	-	-	-	-	-	X	-	-	4
MUSEUM	-	-	-	-	-	6AM	8PM	X	-	-	X	7
RETAIL	-	-	-	-	-	6AM	8PM	X	-	X	-	X
PHOTOBOOTH / PRINT / INFORMATION	-	-	-	-	-	6AM	8PM	X	-	X	-	7
GAME ROOM	-	-	-	6AM	8PM	-	-	X	-	-	X	5
KITCHEN	-	-	-	-	-	6AM	8PM	X	-	X	-	7
STORAGE	-	X	20	-	-	-	-	-	-	-	-	3
RESTAURANT / BAR	-	-	-	6AM	8PM	-	-	-	-	X	-	X
EXTERIOR DINING	-	-	-	6AM	8PM	-	-	X	-	X	-	10
LOBBY / LOUNGE / VESTIBULE LK-101A	-	-	-	6AM	8PM	-	-	X	-	X	-	5
CIRCULATION: OPEN OFFICE 201R / 220	-	-	-	-	-	6AM	8PM	X	X	-	-	7
CIRCULATION: ELEV. LOBBY / LL-110, EXIT CORRIDOR LK-103A, VESTIBULE ADJACENT TO STORAGE LK-108	-	-	20	-	-	-	-	-	-	-	-	3
CONTROL DESIGN INTENT												
1. LIGHTING IS MANUAL ON / MANUAL OFF												
2. LIGHTING IS MANUAL ON / AUTO OFF, INCLUDES LOCAL DIMMER SWITCH												
3. LIGHTING IS AUTO ON / AUTO OFF												
4. LIGHTING IS AUTO ON / AUTO OFF, INCLUDES LOCAL WALL SWITCH (TYPE AS INDICATED)												
5. LIGHTING TURNS ON / OFF BASED ON SCHEDULED TIMES. INCLUDES LOCAL OVERRIDE SWITCH (TYPE AS INDICATED)												
6. LIGHTING TURNS ON / OFF BASED ON SCHEDULED TIMES. INCLUDES LOCAL OVERRIDE SWITCH (TYPE AS INDICATED) AND DIMMING DAYLIGHT SENSORS.												
7. AT OCCUPIED START TIME, LIGHTING IS MANUAL ON / MANUAL OFF. AFTER UNOCCUPIED TIME, LIGHTING SHUTS OFF. INCLUDES LOCAL SWITCH (TYPE AS INDICATED). INCLUDES DAYLIGHT DIMMING SENSOR WHERE INDICATED.												
8. LIGHTING TURNS ON / OFF BASED ON SCHEDULED TIMES.												
9. LIGHTING IS ON / OFF AT SCHEDULED TIMES. INCLUDES EXTERIOR PHOTOCELL TO TURN LIGHTS LIGHT ON / OFF AS A FUNCTION OF AVAILABLE DAYLIGHT WITHIN SCHEDULED ON TIMES.												
10. LIGHTING IS ON / OFF AT SCHEDULED TIMES. INCLUDES EXTERIOR PHOTOCELL TO TURN LIGHTS LIGHT ON / OFF AS A FUNCTION OF AVAILABLE DAYLIGHT WITHIN SCHEDULED ON TIMES. INCLUDES SCENE CONTROLLER.												
NOTES:												
A. ** FOR OTHER STAIRS LOCATED WITHIN THE PROJECT DOCUMENTS, 1980 ARENA GLASS HOUSES / EXTERIOR STAIRCASE CONTROL S WORK COMPLETED IN PREVIOUS PHASE. INTERIOR STAIRWAYS HAVE OCCUPANCY SENSOR INTEGRAL TO FIXTURES.												
B. "OCCUPIED" TIME: THE HOURS WHEN THE BUILDING IS OPEN TO REGULAR BUSINESS OF ACTIVITY.												
C. "UNOCCUPIED" TIME: AFTER HOURS OR THE HOURS WHEN A BUILDING IS CLOSED TO REGULAR BUSINESS.												
D. LIGHTING CONTROL SYSTEM IS TO BE COMPATIBLE WITH LUTRON SYSTEM LOCATED IN THE CONFERENCE CENTER BUILDING. COORDINATE FINAL REQUIREMENTS AND INTEGRATION WITH LUTRON AND OWNER.												

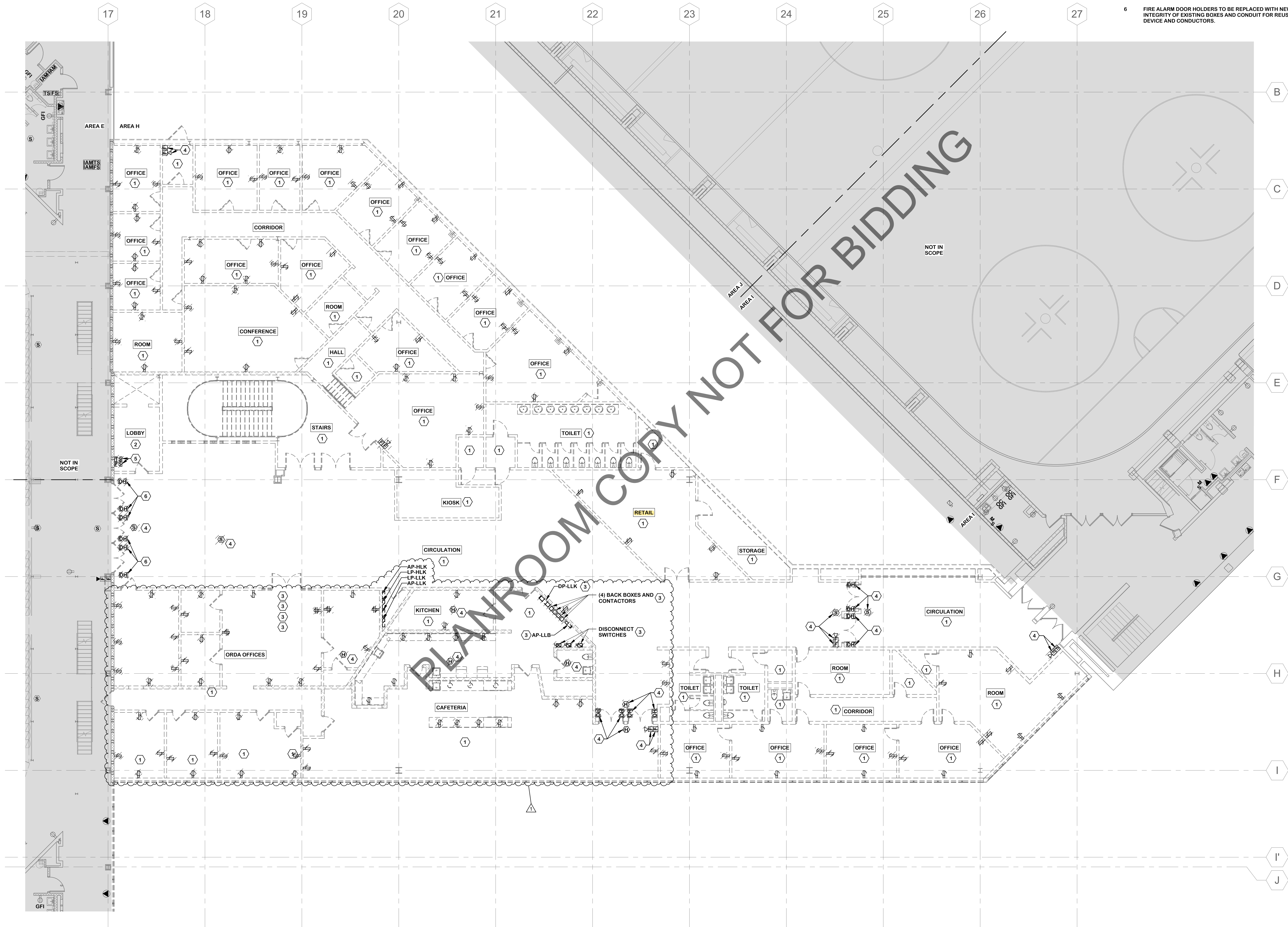
LIGHTING FIXTURE SCHEDULE						
TYPE	MANUFACTURER / LINE NAME	CATALOG #	DESCRIPTION	MOUNTING	WATTS	REMARKS
A	METALUX / SNLED SERIES	4SNLED LD5 54SL SLW UNV L835 SCF WGI/SNF-4FT	LED STRIP LIGHT	PENDANT	43 W	1
A2	METALUX / SNLED SERIES	4SNLED LD5 70SL SLW UNV L835 SCF	LED STRIP LIGHT	PENDANT	48 W	13
A3	METALUX / SLSTP LENSED LED	4SLSTP5535DD-UNV	LED STRIP LIGHT	SURFACE	49 W	--
A4	METALUX / SLSTP LENSED LED	2SLSTP2035DD-UNV	LED STRIP LIGHT	SURFACE	23 W	--
B4	NEO-RAY / DEFINE 3 SUSPENDED DIRECT	S123DP-C-560D-8-35-C10-JB-4F0-1-U-DD-F-S	LED LINEAR	PENDANT	19.6 W	--
B4-2	NEO-RAY / DEFINE 3 SUSPENDED DIRECT	S123DP-C-560D-8-35-C10-JB-4F0-1-U-DD-F-B	LED LINEAR	PENDANT	19.6 W	--
B6	NEO-RAY / DEFINE 3 SUSPENDED DIRECT	S123DP-C-340D-8-35-C10-JB-6F0-1-U-DD-F-S	LED LINEAR	PENDANT	18 W	--
B8	NEO-RAY / DEFINE 3 SUSPENDED DIRECT	S123DP-C-560D-8-35-C10-JB-6F0-1-U-DD-F-B	LED LINEAR	PENDANT	29.4 W	--
CB-EM	NULITE / REGOLO 6 LED SURFACE SERIES	RR6 05 L35 UNV CEO FRF SV 20' DS	LED LINEAR	SURFACE	48.5 W	6, 7, 8
C4	NEO-RAY / DEFINE 3 SUSPENDED DIRECT	S123DP-C-560D-8-35-C10-JB-4F0-1-U-DD-D-B	LED LINEAR	PENDANT	19.6 W	--
C5	NEO-RAY / DEFINE 3 SUSPENDED DIRECT	S123DP-C-775D-8-35-C10-JB-5F0-1-U-DD-D-B	LED LINEAR	PENDANT	30.5 W	--
C8	NEO-RAY / DEFINE 3 SUSPENDED DIRECT	S123DP-C-560D-8-35-C10-JB-8F0-1-U-DD-D-B	LED LINEAR	PENDANT	39.2 W	--
C10	NEO-RAY / DEFINE 3 SUSPENDED DIRECT	S123DP-C-775D-8-35-C10-JB-10F0-1-U-DD-D-B	LED LINEAR	PENDANT	61 W	--
D1	PARAMOUNT IND / STARDUSTER CO SERIES LED	C0 1 L 2 8 35K	LED LINEAR	WALL	14 W	2
D2	PARAMOUNT IND / STARDUSTER CO SERIES LED	C0 1 L 2 8 35K	LED LINEAR	WALL	14 W	15
EX	SURE-LITES / ES SERIES	ES7 70 S BL G	EXIT SIGN	VARIES - SEE PLANS	--	18
EX2	EVENLITE / SENTRY - CDW SERIES	CDW EM G 1 BB PD	EXIT SIGN	PENDANT	--	16
EX3	SURE-LITES / ES SERIES	ES7 70 BL G	EXIT SIGN	VARIES - SEE PLANS	--	18
EM	SURE-LITES / SEL EMERGENCY LIGHT	SEL 50 SD	EMERGENCY LIGHTING...	WALL	--	17
F	HALO / L812	L 812 11 FL 90 35 MB	TRACK LIGHT	SURFACE	15.5 W	5
G	HALO COMMERCIAL / HC4	HC4 20 D010, HM4 12 835, 41 WD BB BF	4" DOWNLIGHT	RECESSED	20 W	--
G2	HALO COMMERCIAL / HC4	HC4 20 D010, HM4 12 835, 41 WD W WF	4" DOWNLIGHT	RECESSED	20 W	--
H	ILP / CAVERN CV 2FT & 4FT	CV4 40WLED UNIV 35 WHF FIOSUS ILBCP12	STAIRWELL FIXTURE	WALL	40 W	15
J	MODERN FORMS / LIGHTSTICK	W5-47949 WT	VANITY LIGHT	WALL	44 W	2
K1	G LIGHTING / ORBIS	GL-2721 Z DBZ 4 BC	PERFORMANCE PENDANT	PENDANT	106 W	--
K2	G LIGHTING / ORBIS	GL-2737 Z DBX 4 BC	PERFORMANCE PENDANT	PENDANT	131 W	--
K3	HAL / S2340 SERIES	S2343-L120 35K BM LFO1	DECORATIVE PENDANT	PENDANT	120 W	4
L4	NEO-RAY / DEFINE 3	S123DR S 340D 8 35 GYP 4F0-1 U DD F W	LED LINEAR	RECESSED	12 W	--
L4-2	NEO-RAY / DEFINE 3	S123DR S 560D 8 35 GYP 4F0-1 U DD F W	LED LINEAR	RECESSED	19.2 W	--
L4-3	NEO-RAY / DEFINE 3	S123DR S 775D 8 35 ETG 4F0-1 U DD F W	LED LINEAR	RECESSED	27.2 W	--
L4-4	NEO-RAY / DEFINE 3	S123DR S 560D 8 35 ETG 4F0-1 U DD F W	LED LINEAR	RECESSED	19.2 W	--
L4-5	NEO-RAY / DEFINE 3	S123DR S 340D 8 35 ETG 4F0-1 U DD F W	LED LINEAR	RECESSED	12 W	--
L4-6	NEO-RAY / DEFINE 3	S123DR S 560D 8 35 ETG 4F0-1 U DD F B	LED LINEAR	RECESSED	19.2 W	--
L4-7	NEO-RAY / DEFINE 3	S123DR S 775D 8 35 ETG 4F0-1 U DD F B	LED LINEAR	RECESSED	27.2 W	--
L6	NEO-RAY / DEFINE 3	S123DR S 775D 8 35 ETG 6F0-1 U DD F B	LED LINEAR	RECESSED	40.8 W	--
L8	NEO-RAY / DEFINE 3	S123DR S 560D 8 35 GYP 8F0-1 U DD F W	LED LINEAR	RECESSED	38.4 W	--
L8-2	NEO-RAY / DEFINE 3	S123DR S 340D 8 35 ETG 8F0-1 U DD F B	LED LINEAR	RECESSED	24 W	--
L8-3	NEO-RAY / DEFINE 3	S123DR S 775D 8 35 ETG 8F0-1 U DD F B	LED LINEAR	RECESSED	54.4 W	--
L8-4	NEO-RAY / DEFINE 3	S123DR S 340D 8 35 GYP 8F0-1 U DD F W	LED LINEAR	RECESSED	24 W	--
L10	NEO-RAY / DEFINE 3	S123DR S 775D 8 35 ETG 10F0-1 U DD F B	LED LINEAR	RECESSED	68 W	--
M	METALUX / CGT PANEL	22CGT3535C	2X2 FLAT PANEL	RECESSED	31.4 W	--
M2	METALUX / FPS PANEL	22FPSL28CT3 - LOW	2X2 FLAT PANEL	RECESSED	16 W	--
M3	METALUX / FPS PANEL	24FPSL28CT3 - LOW	2X4 FLAT PANEL	RECESSED	30.2 W	--
P	HALO / HL36AR	HL36AR 13 SP 935 ED010 TAT, TIR45SP15, TL3R MW	3" RECESSED ROUND	RECESSED	13 W	3
P2	HALO / HL36AR	HL36AR 13 WFL 935 ED010 TAT, TIR45WFL55, TL3R MW	3" RECESSED ROUND	RECESSED	13 W	3
T	MODERN FORMS / CASCADE	PD-41828 BK	DECORATIVE PENDANT	PENDANT	7 W	14
V	METALUX / VAPORTITE LED	4VT3 LD5 6 W UNV L835 CD1 SSL	INDUSTRIAL STRIP	SURFACE	49 W	--
V2	METALUX / VAPORTITE LED	4VT3 LD5 8 W UNV L835 CD1 SSL	INDUSTRIAL STRIP	PENDANT	70 W	--
Z	ANP LIGHTING / VTW100GL	VTW100GL-FR-GUP100-NA-M016LD-N-W-35K-RTQNC-120-41	ELEVATOR SHAFT	WALL	16 W	--
S1	FC LIGHTING / FCW1011	FCW1011 UNV 3K CR185 30L CC BBUR PE	EXTERIOR WALL PACK	WALL	24 W	9, 12
S2	HALO COMMERCIAL / HM4	HC4 15 D010, HM4 12 835, 41 ND H	RECESSED WALL WASH	RECESSED	14.2 W	--
CH1	CALI / LLED8000-CMC	LLED8000-CMC F 6.5W 10V 3.0K IP67 WH	LED CHANNEL	SURFACE	6.5W/FT	10
CH2	CALI / ALS50T	ALS50T-F-SA-3.0K 6W 10V 50 WET UNV 6"	LED CHANNEL	RECESSED	6W/FT	10
CH3	CALI / LLED8200-CR	LLED8200-CR F 6W 10V 3.5K WET SA 4"	LED CHANNEL	RECESSED	6W/FT	10
CH4	CALI / ALS50T	ALS50T-F-SA-3.0K 6W 10V 50 WET UNV	LED CHANNEL	SURFACE	6W/FT	10, 11
CH5	CALI / ALS50T	ALS50T-F-SA-3.0K 6W 10V 50 WET UNV 8"	LED CHANNEL	RECESSED	6W/FT	10
CH6	CALI / LLED8000-CMC	LLED8000-CMC F 4.5W 10V 3.5K DRY WH	LED CHANNEL	SURFACE	4.5W/FT	10

- GENERAL NOTES:
- ALL DRIVERS TO BE COMPATIBLE WITH LIGHTING CONTROL SYSTEM DELEGATED DESIGN.
 - CONFIRM ALL FINAL MOUNTING TYPES WITH ACCEPTED CEILING PRODUCT.
 - FINAL COLOR TO BE SELECTED BY ARCHITECT FROM FULL RANGE OF COLORS.
 - "EM" IN FIXTURE DESIGNATION ON PLANS INDICATES FIXTURE IS EQUIPPED WITH INTEGRAL 14W BATTERY BACK UP. BATTERY BACK UP TO RUN FOR 90 MIN BEFORE EMERGENCY LIGHT LEVELS BEGIN TO...

- REMARKS:
- ORDER WITH STEM SET. REFER TO PLANS AND COORDINATE WITH FIELD CONDITIONS.
 - COORDINATE MOUNTING HEIGHT WITH MIRROR.
 - LOCATE REMOTE DRIVERS ABOVE ADJACENT ACCESSIBLE CEILING.
 - FINISH SAMPLES REQUIRED FOR SELECTION, SENT TO OWNER AND ARCHITECT.
 - PROVIDE WITH TRACK SYSTEM COMPATIBLE WITH PROJECT LIGHTING CONTROLS.
 - DRIVER FACTORY PROGRAMMED FOR 50% LUMEN OUTPUT.
 - FIXTURE TO BE INSTALLED ON UNDERSIDE OF STRUCTURAL BEAM. CONTRACTOR TO CONFIRM DIMENSIONS AND ATTACHMENT METHODS WITH MANUFACTURER.
 - FIXTURE TO ALLOW SIDE CONDUIT ENTRY TO CREATE FLUSH INSTALL TO SURFACE.
 - PROVIDE WITH INTEGRAL BATTERY BACKUP
 - REFER TO ARCHITECTURAL DETAILS
 - PROVIDE WITH ADJUSTABLE MOUNTING CLIP (ALS50T-MC-3)
 - FIXTURE TO BE CUSTOM COLOR TO MATCH FINAL ACCEPTED METAL PANEL WALL CLADDING SYSTEM.
 - MOUNT FIXTURE 12'-0" AFF
 - MOUNT FIXTURE 7'-0" AFF
 - MOUNT FIXTURE 8'-0" AFF
 - FIXTURE IS WET LOCATION LISTED
 - MOUNT EMERGENCY WALL PACKS 7'-6" AFF TO CENTERLINE OF FIXTURE, UNLESS NOTED OTHERWISE ON PLANS.
 - WALL MOUNTED EXIT SIGNS TO BE 3" FROM TOP OF DOOR FRAME TO BOTTOM OF SIGN, UNLESS NOTED OTHERWISE ON PLANS.

3	LINK BULLETIN NO.29	10/20/2021
2	LINK BULLETIN NO.8	07/22/2021
1	LINK ADDENDUM #6	03/16/2021

No.	Description	Date
-----	-------------	------



KEYNOTES:

- 1 DISCONNECT ALL ELECTRICAL, FIRE ALARM, AND HVAC DEVICES AND EQUIPMENT AND REMOVE ALL CONTROLS, CONDUIT, AND WIRING BACK TO SOURCE.
- 2 SELECTIVE DEMOLITION IN THIS ROOM. COORDINATE WITH ARCHITECTURAL PLANS. MAINTAIN INTEGRITY OF HOME RUN CIRCUITS SO THEY CAN BE EXTENDED TO NEW PANELBOARD LOCATIONS.
- 3 DISCONNECT EXISTING ELECTRICAL PANEL AND REMOVE ALL CONDUIT AND WIRING BACK TO SOURCE. REFER TO ONE-LINE DIAGRAM ON E00XX.
- 4 DISCONNECT FIRE ALARM DEVICE AND REMOVE ALL CONDUIT, WIRE AND BOXES BACK TO SOURCE.
- 5 EXISTING FLOW AND TAMPER SWITCHES TO BE REPLACED WITH NEW. MAINTAIN INTEGRITY OF EXISTING BOXES AND CONDUIT FOR REUSE WITH NEW DEVICE AND CONDUCTORS.
- 6 FIRE ALARM DOOR HOLDERS TO BE REPLACED WITH NEW. MAINTAIN INTEGRITY OF EXISTING BOXES AND CONDUIT FOR REUSE WITH NEW DEVICE AND CONDUCTORS.



CANNONDESIGN

Architecture, Planning & Structural Engineering
50 Fountain Plaza, Mezzanine Level
Buffalo, NY 14202

The LA Group

Landscape Architecture & Civil Engineering Consultant
40 Long Alley
Saratoga Springs, NY 12866

Pathfinder Engineers & Architects LLP

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134 S. Fitzhugh Street
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Building Code and Accessibility Consultant
101 Longwater Circle # 203
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Watts Architecture & Engineering

Environmental Engineering Consultant
95 Perry St #300
Buffalo, NY 14203

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Technology/IT Engineering Consultant
23 Mechanic St
Springville, NY 14141

B32 Engineering

Ice Rink Engineering Consultant
2211 O'Neill Road
Hudson, WI 54016

FeTech

Food Equipment Consultant
PO Box 464
Canastota, NY 13032

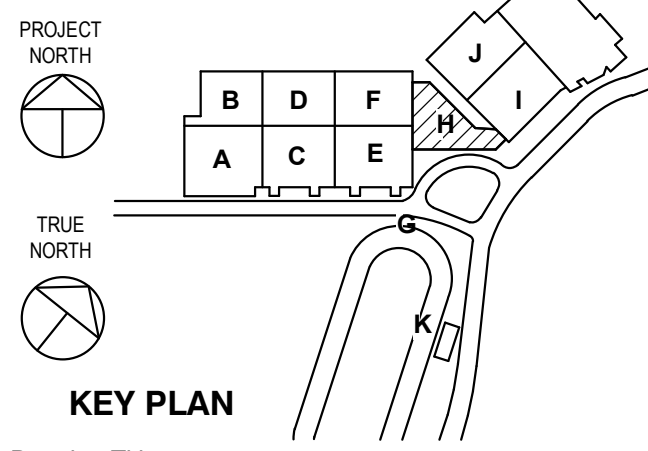
**Arena Link Building Contract
Construction Documents**

FEBRUARY 12, 2021



ISSUED FOR CONSTRUCTION

1	LINK ADDENDUM #6	03/16/2021
No.	Description	Date



**CONCOURSE LEVEL
ELECTRICAL DEMO -
AREA H**

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

ED0112.H



GRAPHIC LEGEND

ABC Egress Component
Clear Width
Egress Capacity Factor
Egress Capacity

ABC Use
Area (sqft)
Occupant Load Factor
Occupant Load

Occupant Load (fixed Seats Or Accessible)
Occupant Load (standing Room)
Occupant Flow Intermediate
Occupant Flow Floor exit

100' Allowable Common Path of Travel
59' Provided Common Path of Travel
300' Total Allowable Travel Distance
256' Total Provided Travel Distance (including common path of travel)

Travel Distance
Common Path

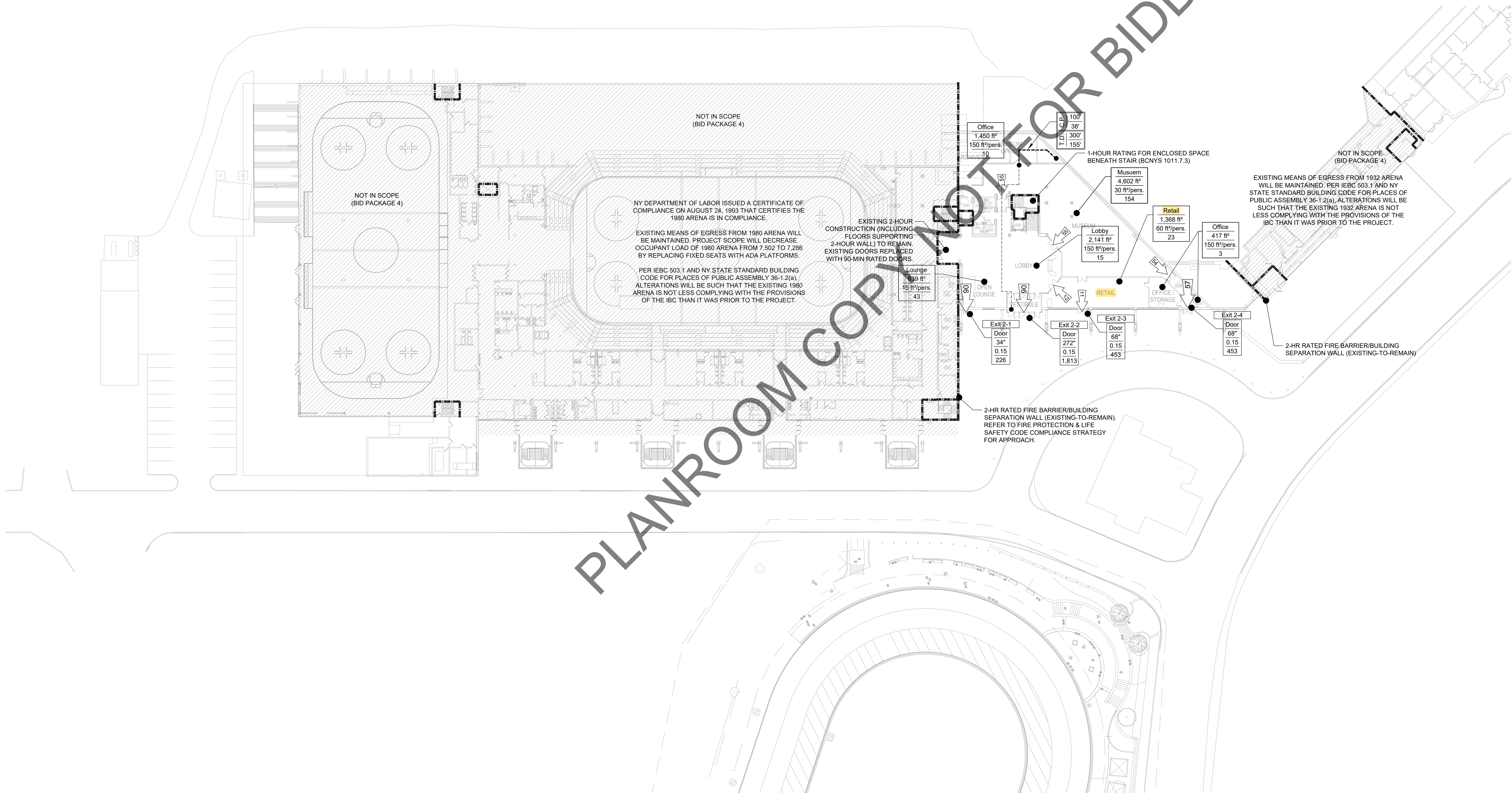
1-Hour Fire Barrier
1-Hour Smoke Barrier
1-Hour Fire Partition
2-Hour Fire Barrier
3-Hour Fire Wall
Smoke Partition

General Notes:
1. Refer to the A0110 series of the architectural drawing set for fire extinguisher locations.

Occupant Load Summary - Ground Level - Link Building		
Function of Space	Factor	Occupant Load
Lounge	1/15 net	43
Museum	1/30 net	154
Retail	1/60 gross	23
Office / Lobby	1/150 gross	28
TOTAL		248

Exit Capacity - Ground Level - Link Building							
Exit	Stair	Width*	Factor	Cap.	Door	Limiting Capacity	Actual Use
Exit 2-1	-	-	-	34"	0.15	226	90
Exit 2-2	-	-	-	272"	0.15	1,813	90
Exit 2-3	-	-	-	68"	0.15	453	11
Exit 2-4	-	-	-	68"	0.15	453	57
TOTAL						2,945	248

*Clear width as defined by the building code



01 - GROUND LEVEL CODE COMPLIANCE PLAN

1/32" = 1'-0"

Architecture, Planning & Structural Engineering
50 Fountain Plaza, Mezzanine Level
Buffalo, NY 14202

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Landscape Architecture & Civil Engineering Consultant
40 Long Alley
Saratoga Springs, NY 12866

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FeTech

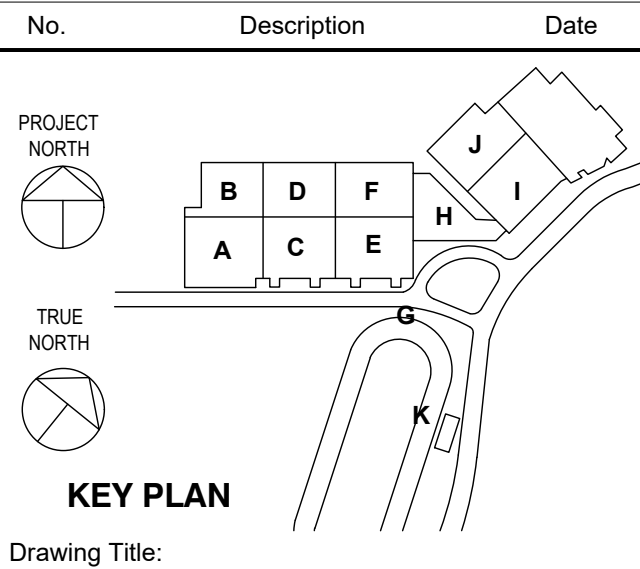
Food Equipment Consultant
PO Box 464
Canastota, NY 13032

Arena Link Building Contract
Construction Documents

FEBRUARY 12, 2021



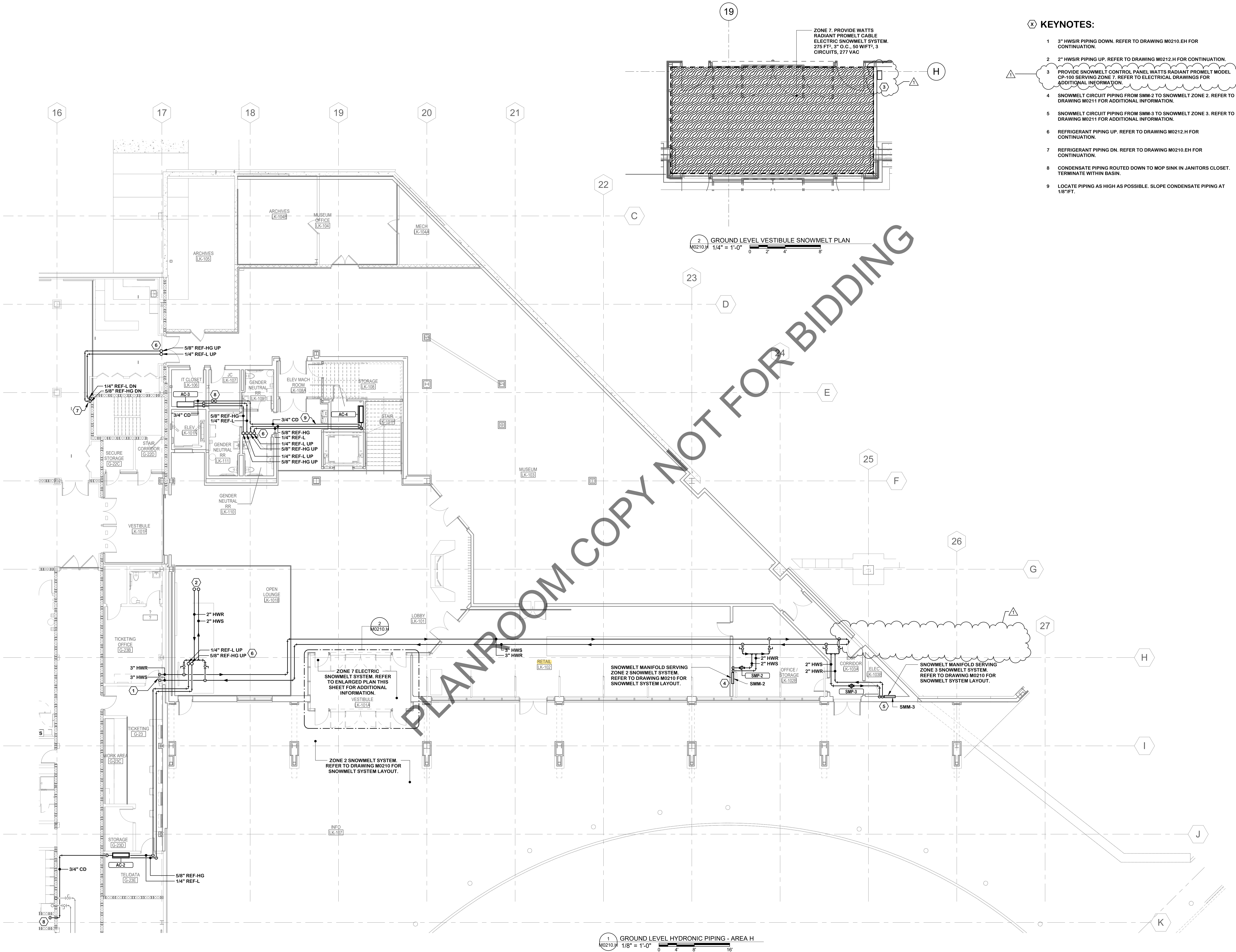
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01 - GROUND LEVEL
CODE COMPLIANCE PLAN

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

G0111



KEYNOTES:

- 3" HWS/R PIPING DOWN. REFER TO DRAWING M0210.EH FOR CONTINUATION.
- 2" HWS/R PIPING UP. REFER TO DRAWING M0212.H FOR CONTINUATION.
- PROVIDE SNOWMELT CONTROL PANEL WATTS RADIANT PROMELT MODEL CP-100 SERVING ZONE 7. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- SNOWMELT CIRCUIT PIPING FROM SMM-2 TO SNOWMELT ZONE 2. REFER TO DRAWING M0211 FOR ADDITIONAL INFORMATION.
- SNOWMELT CIRCUIT PIPING FROM SMM-3 TO SNOWMELT ZONE 3. REFER TO DRAWING M0211 FOR ADDITIONAL INFORMATION.
- REFRIGERANT PIPING UP. REFER TO DRAWING M0212.H FOR CONTINUATION.
- REFRIGERANT PIPING DN. REFER TO DRAWING M0210.EH FOR CONTINUATION.
- CONDENSATE PIPING ROUTED DOWN TO MOP SINK IN JANITORS CLOSET. TERMINATE WITHIN BASIN.
- LOCATE PIPING AS HIGH AS POSSIBLE. SLOPE CONDENSATE PIPING AT 1/8"FT.

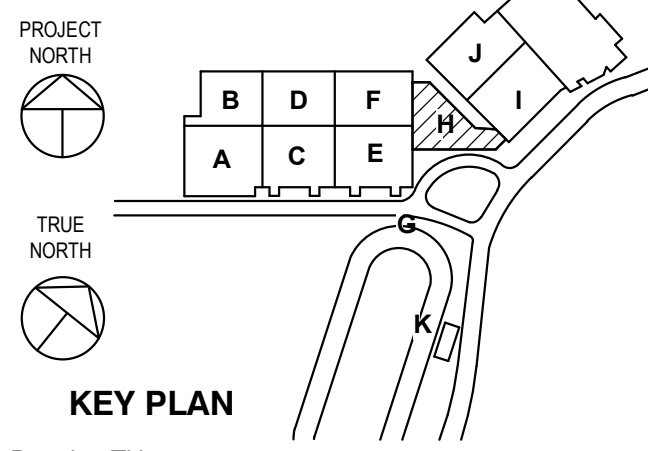
GROUND LEVEL VESTIBULE SNOWMELT PLAN
1/4" = 1'-0"

GROUND LEVEL HYDRONIC PIPING - AREA H
1/8" = 1'-0"



ISSUED FOR CONSTRUCTION

No.	Description	Date
1	LINK ADDENDUM 06	03.16.2021



GROUND LEVEL
HYDRONIC PIPING - AREA
H

VAV - ELECTRIC REHEAT SCHEDULE																								
UNIT NO.	MANUFACTURER	MODEL NO.	SYSTEM	LOCATION	SERVES	SIZE		CFM		STATIC PRESSURE			NC LEVELS		ELECTRIC HEAT COIL				ELECTRICAL			REMARKS		
						Unit	Outlet	MAX	Min	Inlet	Down	Min	Rad.	Disch.	CFM	KW	STEPS	EAT	LAT	VOLTS	PHASE		MCA	MOP
VAV-5.01	TITUS	DESV	ERU-5	1980 LOWER LEVEL	CORRIDOR	8	12x10	640	260	1	0.25	0.15	24	24	640	6.5	S	55	87.1	480	3	9.8	15	1.2
VAV-5.02	TITUS	DESV	ERU-5	1980 LOWER LEVEL	MACHINE ROOM	6	12x8	260	78	1	0.25	0.04	14	17	260	2.5	S	55	85.4	480	3	3.8	15	1.2
VAV-5.03	TITUS	DESV	ERU-5	1980 LOWER LEVEL	ANTI DOPING	4	12x8	175	52	1	0.25	0.14	18	26	175	2	S	55	91.1	277	1	9	15	1.2
VAV-5.04	TITUS	DESV	ERU-5	1980 LOWER LEVEL	LOCKERS	4	12x8	175	52	1	0.25	0.14	18	26	175	2	S	55	91.1	277	1	9	15	1.2
VAV-5.05	TITUS	DESV	ERU-5	1980 LOWER LEVEL	LOCKERS	4	12x8	175	52	1	0.25	0.14	18	26	175	2	S	55	91.1	277	1	9	15	1.2
VAV-5.06	TITUS	DESV	ERU-5	1980 LOWER LEVEL	LOCKERS	4	12x8	175	52	1	0.25	0.14	18	26	175	2	S	55	91.1	277	1	9	15	1.2
VAV-5.07	TITUS	DESV	ERU-5	1980 LOWER LEVEL	LOCKERS	4	12x8	175	52	1	0.25	0.14	18	26	175	2	S	55	91.1	277	1	9	15	1.2
VAV-5.08	TITUS	DESV	ERU-5	1980 LOWER LEVEL	LOCKERS	4	12x8	175	52	1	0.25	0.14	18	26	175	2	S	55	91.1	277	1	9	15	1.2
VAV-5.09	TITUS	DESV	ERU-5	1980 LOWER LEVEL	LOCKERS	4	12x8	175	52	1	0.25	0.14	18	26	175	2	S	55	91.1	277	1	9	15	1.2
VAV-5.10	TITUS	DESV	ERU-5	1980 LOWER LEVEL	OFFICE	6	12x8	365	110	1	0.25	0.1	20	19	365	3.5	S	55	85.3	277	1	15.8	20	1.2
VAV-9.01	TITUS	DESV	ERU-9	LINK GROUND LEVEL	LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-9.02	TITUS	DESV	ERU-9	LINK GROUND LEVEL	LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-9.03	TITUS	DESV	ERU-9	LINK GROUND LEVEL	LOBBY	12	16x15	1500	450	1	0.25	0.09	21	20	1500	17	S	55	90.8	480	3	25.6	30	1.2
VAV-9.04	TITUS	DESV	ERU-9	LINK GROUND LEVEL	RETAIL	12	16x15	1600	480	1	0.25	0.1	22	21	1600	18	S	55	90.6	480	3	27.1	30	1.2
VAV-9.05	TITUS	DESV	ERU-9	LINK GROUND LEVEL	RETAIL	12	16x15	1600	480	1	0.25	0.1	22	21	1600	18	S	55	90.6	480	3	27.1	30	1.2
VAV-9.06	TITUS	DESV	ERU-9	LINK GROUND LEVEL	STORAGE	6	12x8	400	120	1	0.25	0.1	21	21	400	4.5	S	55	90.6	480	3	6.8	15	1.2
VAV-9.07	TITUS	DESV	ERU-9	LINK GROUND LEVEL	MUSEUM	12	16x15	1400	420	1	0.25	0.08	20	18	1400	14	S	55	86.6	480	3	21	25	1.2
VAV-9.08	TITUS	DESV	ERU-9	LINK GROUND LEVEL	MUSEUM	12	16x15	1400	420	1	0.25	0.08	20	18	1400	14	S	55	86.6	480	3	21	25	1.2
VAV-9.09	TITUS	DESV	ERU-9	LINK GROUND LEVEL	MUSEUM	12	16x15	1400	420	1	0.25	0.08	20	18	1400	14	S	55	86.6	480	3	21	25	1.2
VAV-9.10	TITUS	DESV	ERU-9	LINK GROUND LEVEL	MUSEUM	12	16x15	1400	420	1	0.25	0.08	20	18	1400	14	S	55	86.6	480	3	21	25	1.2
VAV-9.11	TITUS	DESV	ERU-9	LINK GROUND LEVEL	OFFICE	6	12x8	300	90	1	0.25	0.06	16	16	300	3	S	55	86.6	480	3	4.5	15	1.2
VAV-9.12	TITUS	DESV	ERU-9	LINK GROUND LEVEL	ARCHIVES	6	12x8	300	90	1	0.25	0.06	16	16	300	3	S	55	86.6	480	3	4.5	15	1.2
VAV-10.01	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	LK-201 LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-10.02	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	LK-201 LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-10.03	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	LK-201 LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-10.04	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	LK-201 LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-10.05	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	LK-201 LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-10.06	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	LK-201 LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-10.07	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	LK-201 LOBBY	12	16x15	1800	540	1	0.25	0.13	23	22	1800	20	S	55	90.1	480	3	30.1	35	1.2
VAV-10.08	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	KITCHEN	8	12x10	675	300	1	0.25	0.08	18	18	675	11.5	S	55	91.3	480	3	17.3	20	1.2
VAV-10.09	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	GAME ROOM	8	12x10	650	195	1	0.25	0.09	20	22	650	6.5	S	55	86.6	480	3	9.8	15	1.2
VAV-10.10	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	PHOTO	8	12x10	650	195	1	0.25	0.09	20	22	650	6.5	S	55	86.6	480	3	9.8	15	1.2
VAV-10.11	TITUS	DESV	ERU-10	LINK CONCOURSE LEVEL	RESTROOMS	8	12x10	625	248	1	0.25	0.14	24	22	625	8	S	55	85.6	480	3	12	15	1.2
VAV-11.01	TITUS	DESV	ERU-11	LINK CONCOURSE LEVEL	LK-212 OFFICE	6	12x8	360	108	1	0.25	0.08	19	19	360	3.5	S	55	85.7	480	3	5.3	15	1.2
VAV-11.02	TITUS	DESV	ERU-11	LINK CONCOURSE LEVEL	LK-213, 214 OFFICES	6	12x8	320	96	1	0.25	0.06	18	18	320	3	S	55	84.6	480	3	4.5	15	1.2
VAV-11.03	TITUS	DESV	ERU-11	LINK CONCOURSE LEVEL	LK-215, 216 OFFICES	6	12x8	320	96	1	0.25	0.06	18	18	320	3	S	55	84.6	480	3	4.5	15	1.2
VAV-11.04	TITUS	DESV	ERU-11	LINK CONCOURSE LEVEL	LK-217, 218, 219 OFFICES	8	12x10	615	184	1	0.25	0.08	20	21	615	6	S	55	85.8	480	3	9	15	1.2
VAV-11.05	TITUS	DESV	ERU-11	LINK CONCOURSE LEVEL	LK-221 CONFERENCE	6	12x8	350	105	1	0.25	0.08	19	19	350	3.5	S	55	86.6	480	3	5.3	15	1.2
VAV-11.06	TITUS	DESV	ERU-11	LINK CONCOURSE LEVEL	LK-211 ADMIN	6	12x8	500	150	1	0.25	0.16	25	24	500	5	S	55	86.6	480	3	7.5	15	1.2

REMARKS
1. REFER TO PLANS FOR RIGHT-HAND, LEFT HAND CONFIGURATION. CONFIGURATION SHOULD BE CONFIRMED WITH APPROVED COORDINATION DRAWINGS PRIOR TO ORDERING EQUIPMENT.
2. PROVIDE INTEGRAL SOUND ATTENUATOR.

- NOTES
1. ALL PERFORMANCE BASED ON TESTS CONDUCTED IN ACCORDANCE WITH ASHRAE 130-2008 AND AHRI 880-2011.
2. ALL NC LEVELS DETERMINED USING AHRI 885-2008 APPENDIX E.
3. UNITS OF MEASURE: DIMENSIONS (IN), AIRFLOW (CFM), AIR PRESSURE (IN WG) AND TEMPERATURES (DEG F).
4. IN THE "STEPS" COLUMN, CODE "S" DENOTES A MODULATING SCR HEATER.
5. THE MINIMUM SUPPLY CIRCUIT AMPACITY (MCA) AND MAXIMUM OVERCURRENT PROTECTION (MOP) RATINGS WERE CALCULATED IN ACCORDANCE WITH UL STANDARDS BASED ON MOTOR AND ELECTRIC COIL FULL LOAD CURRENT RATINGS.

HOT WATER GENERATOR SCHEDULE																		
UNIT NO.	MANUFACTURER	MODEL	LOCATION	SERVICE	MAX OUTPUT MBH	VOLUME (GAL)	WATER		HEATER				ELECTRICAL				OPERATING WEIGHT (LBS)	REMARKS
							MAX GPM	EWT (oF)	LWT (oF)	KW	# ELEMENTS	KW PER ELEMENT	STEPS @ Kw	VOLTS	PHASE	HERTZ		
HWG-4	LOCHINVAR	CHVX324-400	80's MECH ROOM	SNOWMELT - HW	128.7	400	155	90	110	324	21	18	7	480	3	60	455	1590

PUMP SCHEDULE																					
UNIT NO.	MANUFACTURER	MODEL	LOCATION	SERVICE	SIZE	FLUID TYPE	GPM	HEAD (FT)	IMP. DIA (IN)	RPM	BHP	HP	NPSH	VAR. SPEED DRIVE	PUMP EFFICIENCY (%)	PLEV (%)	WEIGHT (LBS)	ELECTRICAL			REMARKS
																		VOLTS	PHASE	HERTZ	
HWP-1A	BELL & GOSSETT	e-80	80'S MECH ROOM	SNOWMELT - HW	2.5x2.5	40% PG	155	75	9.5	1800	4.49	7.5	5.09	YES	67.1	61.3	280	460	3	60	1, 2, 3
HWP-1B	BELL & GOSSETT	e-80	80'S MECH ROOM	SNOWMELT - HW (SB)	2.5x2.5	40% PG	155	75	9.5	1800	4.49	7.5	5.09	YES	67.1	61.3	280	460	3	60	1, 2, 3

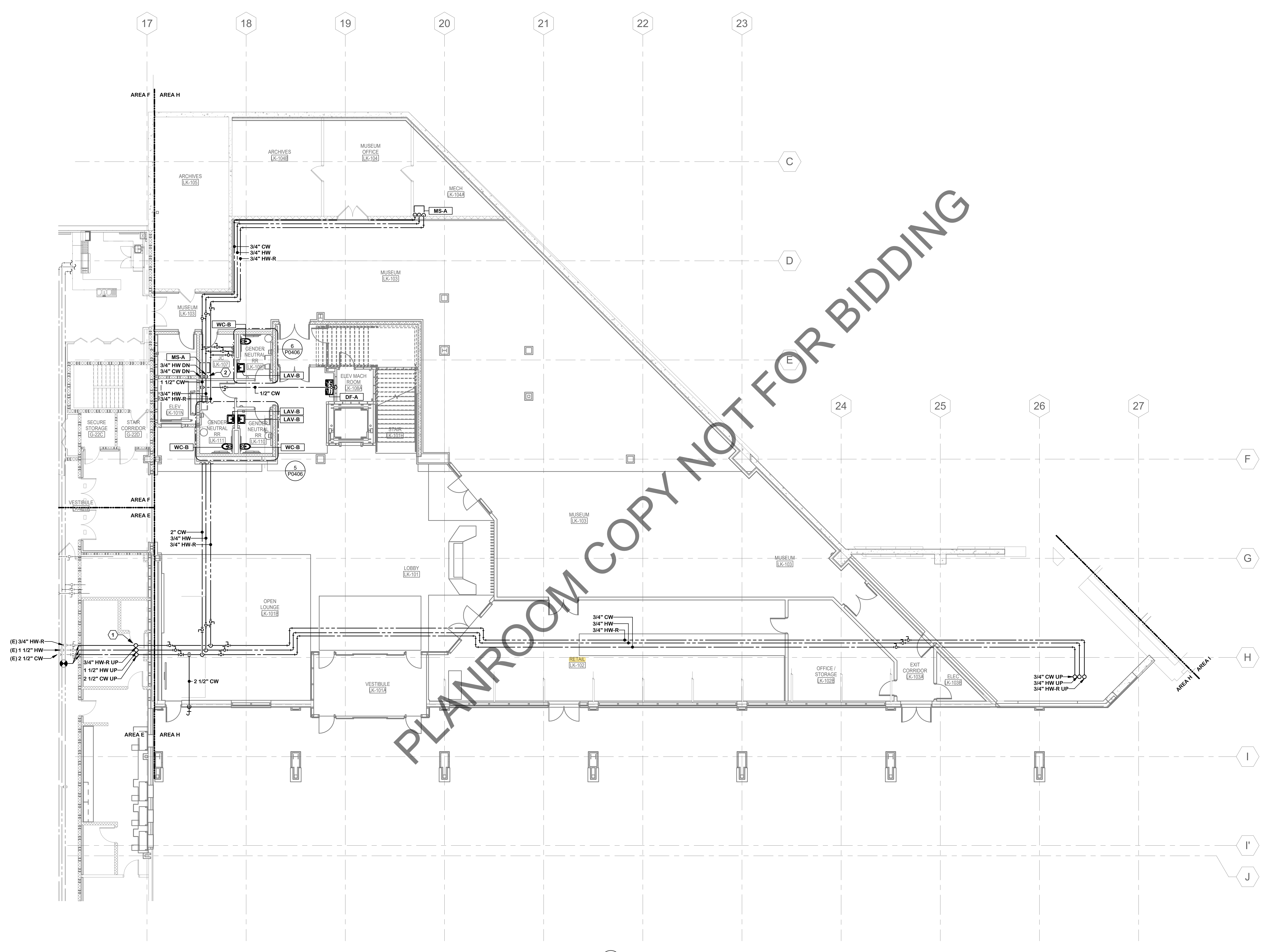
- REMARKS:
1. NEMA PREMIUM EFFICIENCY INVERTER DUTY MOTOR.
2. SEAL ELASTOMERS SHALL NOT BE EPDM. SEAL ELASTOMERS SHALL BE VITON OR BUTA-N.
3. SB - STAND-BY.

EXPANSION TANK SCHEDULE															
UNIT NO.	MANUFACTURER	MODEL	LOCATION	SERVICE	TYPE	BLADDER MATERIAL	TANK VOLUME (GAL)	ACCEPTANCE VOLUME (GAL)	MAX PRESS (psig)	MAX TEMP oF	PRECHARGE (psig)	DIMENSIONS		WEIGHT (LBS)	REMARKS
												HIEGHT (in)	DIAM (in)		
ET-2	BELL & GOSSETT	B-800	REFRIGERATION ROOM	SNOWMELT - HW	VERTICAL	BUTA-N	211	211	125	240	22	82	30	1190	1

- REMARKS:
1. ASME RATED

GLYCOL FEED PUMP SCHEDULE														UNIT NO.	MANUFACTURER
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	----------	--------------

BM 300.0000 SKATING CENTER 04/19/19 ORDA Plumb FP Center_V19.rvt



- KEYNOTES:**
1. PROVIDE SHUT OFF VALVES IN VERTICAL FOR CW, HW, HWR PIPING IN THIS LOCATION.
 2. PROVIDE SHUT OFF VALVES IN VERTICAL FOR CW AND HW IN THIS LOCATION.

OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
Olympic Center Revitalization

CANNONDESIGN
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Buffalo, NY 14202

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FeTech
Food Equipment Consultant
PO Box 464
Canastota, NY 13032

Arena Link Building Contract Construction Documents
FEBRUARY 12, 2021



ISSUED FOR CONSTRUCTION

No. Description Date

PROJECT NORTH

TRUE NORTH

KEY PLAN

Drawing Title:

GROUND LEVEL DOMESTIC WATER - AREA H

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

P0111.H

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BM 300.0000 SKATING CENTER 04/19/19 CRDA Plumb: FP Center: V19.plt
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Arena Link Building Contract
Construction Documents

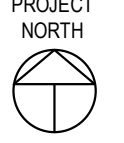
FEBRUARY 12, 2021

ISSUED FOR CONSTRUCTION

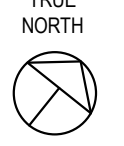
1 LINK_BULLETIN 01 05.28.2021

No.	Description	Date
1	LINK_BULLETIN 01	05.28.2021

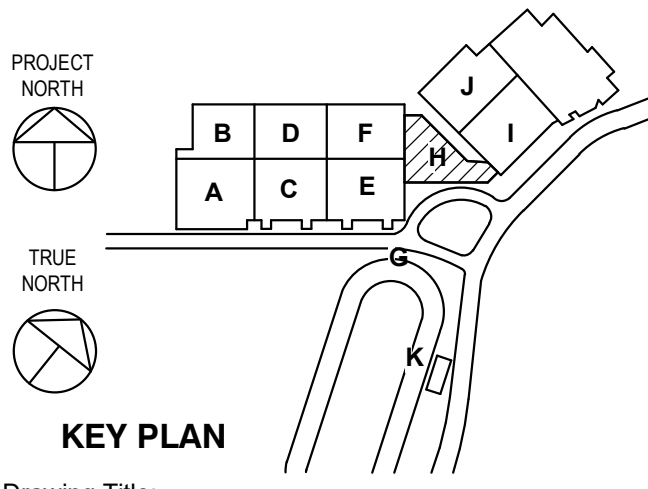
PROJECT NORTH



TRUE NORTH



KEY PLAN



Drawing Title:

**GROUND LEVEL
SANITARY PLAN - AREA H**

CannonDesign PN: 005608.10 ORDA PN: ARN.19.006

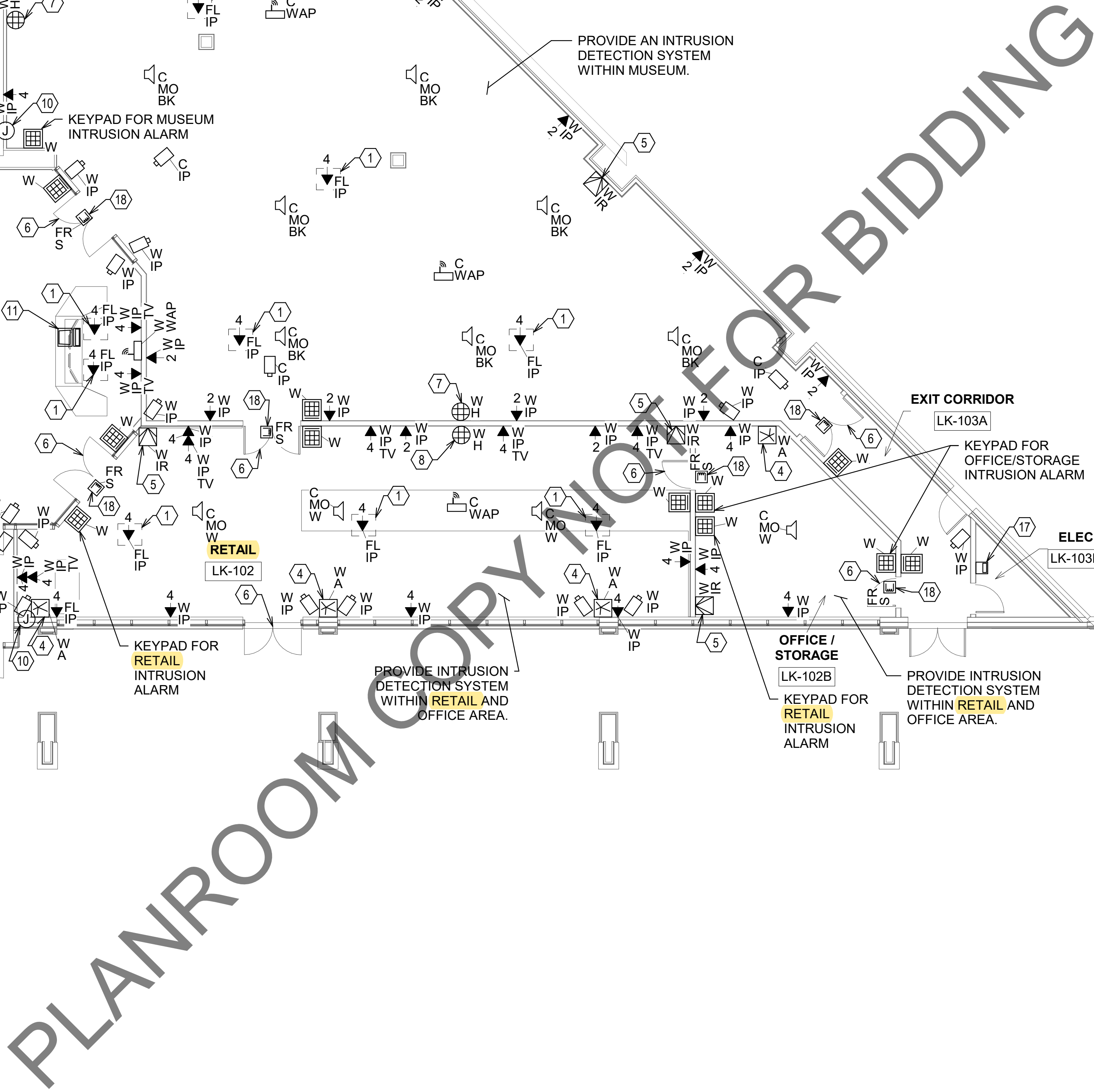
P0211.H

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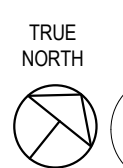
KEYNOTES:

1. ROUTE SANITARY PIPING IN OVERHANG OF BUILDING. PROVIDE HEAT TRACE ON PIPING IN OVERHANG TO INTERIOR PIPE MAIN CONNECTION.
2. 6" ST DOWNSPOUT DISCHARGE NOZZLE. REFER TO ARCHITECTURAL DRAWINGS FOR FINAL LOCATIONS.
3. PROVIDE HEAT TRACE ON STORM WATER PIPING FROM BALCONY DRAIN TO BOTTOM OF RISER IN COLUMN COVER.

1 GROUND LEVEL SANITARY PLAN - AREA H
P0211.H
1/8" = 1'-0"
0 4' 8' 16'



TRUE
NORTH



Appendix “D” – Schedule F - Cost Control

PLANROOM COPY NOT FOR BIDDING

SCHEDULE F COST CONTROL

A. GENERAL INFORMATION

1. A cost estimate is required at each submission phase for all Projects.
2. Cost Estimate Types and Format
 - a. Cost Estimate Type I: The Type I Cost Estimate is a basic cost estimate based on square footage, linear footage and other types of unit prices where there are no complex amount of items and/or systems. The Type I Cost Estimate may be used on used for single prime projects or for when a budgetary cost estimate is required. The Type I Cost Estimate is allowed for projects with budgets less than \$0.5 million.
 - b. Cost Estimate Type II: The Type II Cost Estimates are to be used for large single prime, and multiple prime projects. The Type II Cost Estimates shall be used for projects with budgets greater than \$0.5 million.
 - c. Cost Estimate Format: All Type II cost estimates shall be submitted using the ORDA forms or a format which is preapproved by ORDA's Director of Environmental, Planning and Construction (OEPC) in writing before the start of the work.
3. The continual monitoring of costs is essential to keep the project within budget as well as to identify factors that will have a major impact on project costs. The final estimate (submitted as part of the Final Contract Documents Phase) will serve as the "official" estimate for the project. This estimate will be used in the review and approval of the contractor's detailed estimate, which is used for progress payments during construction. It will also be used to evaluate field and/or change orders and termination costs, if necessary. The following standards apply to all estimate submissions:
 - a. All submissions should be in electronic format, legible and include sufficient backup materials to facilitate review and verification by ORDA OEPC staff.
 - b. Supporting documentation and/or detailed estimates must accompany the *Consultant Estimate Form OEPC 178* for *each* submission. (Unless approved otherwise per 2c)
 - c. The estimate shall be organized in accordance with the major components of the project, and the total should be distributed among the required disciplines and trades. A separate estimate is required for each bid package (C, H, P, E)
 - d. All calculations and/or descriptions of net area, gross area, or building volume should be estimated based upon American Institute of Architects (AIA) standards and procedures.
 - e. All area and quantity calculations and unit prices used in developing the estimate should be clearly enumerated.
 - f. All labor cost estimates should be based upon prevailing wage rates and standard unit costs for the type of work required.

B. ESTIMATE COMPONENTS AND DEFINITIONS

Material and Labor	Material and labor costs, the backbone of the estimate, are based on the best information available on the specific project at a particular design phase. Occasionally starting with square foot costs, the estimate moves toward detailed quantity takeoffs as the plans and specifications develop. Standard published cost data and references as well as historical data and manufacturers or suppliers quotes are used for material. The labor portion of the estimate should represent productivity appropriate to the scope of work and reflect the prevailing wage rates for the county in which the project is located.
General Conditions and Division 1	Accounts for project specific costs at the site above the direct material and labor costs. These costs include: bonds and insurance; supervision; field office costs; temporary facilities; general support; equipment and compliance with facility regulations. At the early stages of the project a percentage may be used which is later replaced with the itemized expenses.
Home Office Overhead	Covers a share of the contracting firm's operating costs primarily at the home office including: rent; utilities; postage; office supplies; secretarial and administrative support; taxes, fees and executive salaries.
Profit	The suggested percentages for home office overhead and profit included in the Markup Tables are based on industry standard and accepted practice. An extremely competitive environment may indicate a lower percentage.
Field Order Allowance	An additional (lump sum) amount included in the contract to accommodate contingent activities, i.e., field conditions and error/omission changes to the Contract (Bidding) Documents. <i>A separate Field Order Contingency Allowance, rounded to the nearest \$100, must be calculated based on the total material and labor costs for each bid package.</i>

ORDA OFFICE OF ENVIRONMENTAL, PLANNING AND CONSTRUCTION**COST CONTROL**

Other Cash Allowances	If required, include additional amounts included in the contract documents for specific items the contractor must include in his/her bid. Some typical allowances are for special hardware, fire or security systems or utility connections. Documentation demonstrating the need, source and exact amount of the cash allowance must be submitted as backup and must be approved by the Director.
Occupied Facility	This is a markup applied to the labor portion of the estimate to cover lost time due to either work within an occupied facility having events or heavy use where contractor operations would be impacted or for inefficiency due to working in or adjacent to an occupied space. This can also be used to cover the effects of phasing on contract work progression.
Difficulty Factor	This is a markup applied to the labor portion of the estimate to cover lost time due to accessing remote work locations or working in and under conditions which are not normal and have an impact to the normal output of production.
Design Development Contingency	An amount included in the project estimate to provide for unknown/unforeseen circumstances which traditionally arise as the design progresses. <i>As the design is refined in later phases, the amount will be reduced until the Final Construction Document Phase when no contingency should be needed.</i>
Escalation	The provision in estimated costs for an increase in the cost of equipment, material, labor, etc., due to continuing price level changes over time.
Estimated Bid Amount	The estimated cost of construction plus the Field Order Contingency Allowance for a single bid package. A separate Estimated Bid Amount (<i>rounded to the nearest \$1,000</i>) is required for each bid package, and it is the amount against which contractors' bids will be compared.

Bid Package	Includes all the separate trade estimates that may be included and bid in the same contract, i.e., the Construction Bid Package could include the following trade estimates: • Construction • Elevators • Food service equipment • Site work • Environmental engineering Separate Field Order Contingency Allowances should be combined into one per package and the appropriate percentage based on the size of the bid package estimate should be used -see Markup Tables
Total Estimated Bid Amount	The sum of the Estimated Bid Amounts for the separate contracts.
Maximum Construction Cost (MCC) or Venue Approved Estimate	The Maximum Construction Cost (MCC) is the authorized amount in the project budget for required construction work to which all design work must adhere. The estimate should <i>not</i> exceed this cost. <i>When project demands require exceeding the Maximum Construction Cost as stated in the Scope of Services, the Consultant should propose alternatives to reduce costs and adhere to the MCC.</i> The MCC is the cost of construction only – design fees are not to be included. The Field Order Contingency Allowance required for each bid package is included in the MCC.
Alternates	Additions or subtractions (<i>rounded to the nearest \$100</i>) to an Estimated Bid Amount for substitutions asked for in the Contract (Bidding) Documents.
Estimate Accuracy Range	Expresses a confidence level of the cost estimate to the venue at each submission phase.
Design, Inspection and Project Management Fees	Includes design, testing, surveying, construction inspection and project management fees. These are for planning purposes at Program or Budget Phase for the venue.

C. COST ESTIMATING TOOLS

1. ORDA OEPC Cost Control staff developed the following tools and standard forms to assist the Consultant in developing project estimates, as well as to facilitate ORDA OEPC review.
2. Estimating Forms and Tables: ORDA OEPC staff uses in-house forms to establish a standardized estimating methodology. Designers and Consultants are required, unless an alternate format is approved prior per 2c, to use the *Consultant Estimate Form OEPC178* to ensure consistency and facilitate ORDA's OEPC review of submissions. **The OEPC178 is an Excel file that contains the following sheets: estimate summary-history, estimate, estimate revisions, basis of estimate, mark-up tables and instructions.**

Form ID	Form Title	Description
OEPC 178	<u>Estimate Summary-History</u>	Commencing with the Program Report, this form is included with each phase submittal and summarizes all individual trade cost estimate information as well as previous estimates, if any, for the project.
	Estimate	<i>This form is used to report the detailed portion of each trade estimate. The Consultant may use his/her own format; however, the following data must be included:</i> • General conditions and administration • CSI specification number • Quantities • Units • Separate material and labor costs (Labor costs may be reported as a unit cost or labor hours.)
	Estimate Revisions	The Estimate Revision sheet is required at each subsequent submission to quickly highlight and document changes in the estimate and/or design from the previous submission.
	Basis of Estimate	Documents the critical aspects of a project cost estimate and defines the scope of the project. Documents the following: purpose of the estimate (study, budget, program report, etc.), project scope, pricing basis, allowances, assumptions, and exclusions. Assures the venue and our project team that the estimate provided is in synch with the purpose of the project. Required at each submission phase for projects over \$2,000,000.

3. The following tables are included as part of the same Excel workbook as additional tools for estimating:
- a. [Markup Tables](#) - The Markup Tables provide the *suggested* percentages for overhead and profit as well as the *required* percentages for Field Order Allowances and Design Development Contingencies.
 - b. Wage Rate Table -
 - 1) For each of New York's 62 counties: These are based on wage rates published by the NYS Department of Labor and are compiled from base rates and supplemental benefits. Payroll taxes and insurances are not included. Social Security, Medicare, Unemployment, Disability, and Workers Compensation will, together, generally add 30% to wages.
4. Sequence for Applying Percentages to Estimates: (A separate estimate is required for each trade and new building.)

Material and Labor Subtotal	
+	General Conditions (On-site overhead if not shown as line items in Division 1 of Project Manual)
+	Home Office Overhead
+	Profit
+	Design Development Contingency
+	Escalation
+	Field Order Allowance
=	Estimated Bid Amount

D. COST ESTIMATE SUBMISSIONS

Budget/Program Phase Estimate	
Description: Budget or Program estimates are generally prepared to form the basis for budget authorization, appropriation, and/or funding. As such, they typically form the initial control estimate against which all actual costs and resources will be monitored. Typically, engineering is from 10% to 40% complete, and would comprise at a minimum partially completed design information for the following: defined site civil information such as site plan, existing site conditions, demolition drawings, utility plan, site electrical plans, room layouts, mechanical system layouts, plumbing layouts, and one-line electrical diagram. Level of Project Definition Required: 10% to 40% of full project definition. End Usage: Budget or Program estimates are typically prepared to support full project funding requests, and become the first of the project phase "control estimates" against which all actual costs and resources will be monitored for variations to the budget. They are used as the project budget until replaced by more detailed estimates.	Estimating Methods Used: Budget/Program may involve a high degree of unit cost line items, although these may be at an assembly level of detail rather than individual components. Historical square foot costs may be utilized when limited information is available. Factoring and other methods may also be used to estimate less-significant areas of the project. Expected Accuracy Range: Typical accuracy ranges for Budget or Program estimates are -15% on the low side, and +25% on the high side, depending on the construction complexity of the project, appropriate reference information, and the inclusion of an appropriate design development contingency. Ranges could exceed those shown in unusual circumstances.

1. Additional Requirements for Budget/Program Phase estimates:

- a. Escalation - to be included from the cost estimate date until the current bid date for the project. If no bid date is available a minimum of two years of escalation should be included in the cost estimate.
- b. Design, Inspection and Project Management Fees - These fees are calculated automatically on the Estimate Summary-History sheet that is part of the Consultant Estimate Form (OEPC178). The fees will only be calculated at program or budget phases and are for venue planning purposes only.
- c. Estimate Accuracy Range - This is a range of costs that serve to provide the venue with a confidence level in the cost estimate. It is an assessment of how far a project's final actual cost can be expected to vary based on various factors. The ranges are calculated automatically at each submission phase and are for venue planning purposes only.
- d. Basis of Estimate (BOE) - Documents the critical aspects of a project cost estimate and defines the scope of the project. Documents the following: purpose of the estimate (study, budget, program report, etc.), project scope, pricing basis, allowances, assumptions, and exclusions. Assures the venue and our project team that the estimate provided is in synch with the purpose of the project. The Basis of Estimate is *required* at each submission phase for projects over \$2,000,000.
- e. Format - The Program Phase Estimate should be bound into the Program Report. The estimate should include an initial Consultant Estimate Form

(OEPC178), as well as documentation for any backup data used in developing the estimate.

- f. Total project budget should be distributed among the required disciplines and trades.
- g. Round the final estimate total to two significant digits.

2. Schematic Phase Estimate:

a. Description:

- 1) The Schematic Design Phase should arrive at a clearly defined, feasible concept and then present it in a form that achieves Venue understanding and acceptance. It is expected to clarify the project Program, explore the most promising alternative design solutions and provide a basis for analyzing the cost of the project.
- 2) The Schematic Design Phase Estimate has the same description, level of project definition, end usage, estimating methods, expected accuracy range and additional requirements as listed under the Budget/Program Phase Estimate.
- 3) If a Program Phase Estimate exists, the Schematic Phase Estimate should verify or amend the previously made cost distributions.
- 4) In the absence of a Program Phase Estimate, the Schematic Phase Estimate will serve to establish associated costs and verify that the project can be constructed within the Maximum Construction Cost as noted in the project Scope of Services.
- 5) Overall system and component selections should be made and the resultant costs enumerated for this phase.
- 6) Approximate quantification based upon experience and logic may be used by the Design Consultant to develop a reliable breakdown by disciplines.

- b. Format - The Schematic Phase Estimate should be included with the required Schematic Phase Submission. The estimate should include (depending on whether a Program Phase estimate has been developed) an initial (or follow-up) [Consultant Estimate Form](#) (OEPC 178) as well as documentation for any backup data used in developing the estimate.

3. Design Development Phase:

a. Description:

- 1) The Design Development Phase defines and describes all the important aspects of the project so that all that remains is the formal documentation step of construction contract documents.
- 2) The Design Development Design Phase Estimate has the same description, level of project definition, end usage, estimating methods and expected accuracy range as listed under the 80% and 100% Phase Estimate.
- 3) If a Schematic Design Estimate exists, the Design Development Estimate should verify or amend the previously made cost distributions.
- 4) In the absence of a Schematic Design Estimate, the Design Development Phase Estimate will serve to establish associated costs and verify that the project can be constructed within the Maximum Construction Cost as noted in the project Scope of Services.

- 5) Overall system and component selections should be made and the resultant costs enumerated for this phase.
 - 6) Approximate quantification based upon experience and logic may be used by the Design Consultant to develop a reliable breakdown by disciplines.
 - b. Format: The Design Development Phase Estimate should be included with the required Design Development Phase submission. The estimate should include (depending on whether a Schematic Design Phase estimate has been developed) an initial (or follow-up) *Consultant Estimate Form* (OEPC 178) as well as documentation for any backup data used in developing the estimate.
4. **Contract Documents Phase Estimates:** As stated before in Chapter 4, the Contract Documents Phase actually comprises three formal submittal segments:
- a. 80% Submission (coordinate with other references to this phase).
 - b. 100% Submission (Field Check) Phase.

80% and 100% Phase Estimate	
Description: This phase estimate is generally prepared to form a detailed control baseline against which all project work is monitored in terms of cost and progress control. Typically, engineering is from 40% to 80% complete, and would comprise at minimum completed design information. All drawings, plan views, elevation drawings and section drawings are complete; except detailed design schedules, architectural details and control diagrams, which may still be in draft form. Level of Project Definition Required: 40% to 80% of full project definition. End Usage: Estimates are typically prepared as the detailed control baseline against which all actual costs and resources will now be monitored for variations to the budget.	Estimating Methods Used: Estimates always involve a high degree of quantity take-off estimating methods. Estimates are prepared in great detail, and often involve numerous unit cost line items. For those areas of the project still undefined, an assumed level of detail takeoff may be developed to use as line items in the estimate instead of relying on other methods. Expected Accuracy Range: Typical accuracy ranges are -10% on the low side, and +15% on the high side, depending on the construction complexity of the project, appropriate reference information, and the inclusion of an appropriate design development contingency. Ranges could exceed those shown in unusual circumstances.

- c. Final Submission Phase, culminating with the completion of documents to be used during bidding and construction of the project. The estimate(s) should become more refined during this phase, resulting in a Final Contract Documents Estimate to serve as the official project estimate (for venue agency budgeting purposes).

Final Phase Estimate	
Description: Final estimates will typically be used by D&C for check estimates and becomes the new baseline for cost/schedule control of the project. Final estimates are prepared for the project to comprise a bid check estimate to compare against a contractor's bid estimate, or to evaluate/dispute claims. Typically, engineering is from 90% to 100% complete, and would comprise virtually all engineering and design documentation of the project, and complete project execution and commissioning plans. Level of Project Definition Required: 80% to 100% of full project definition. End Usage: Final estimates are typically prepared to form a current control estimate to be used as the final control baseline against which all actual costs and resources will now be monitored for variations to the budget. They are used to evaluate bids, to support vendor/contractor negotiations, or for claim evaluations and dispute resolution.	Estimating Methods Used: Final estimates involve the highest degree of quantity take-off estimating methods, and require a great amount of effort. All items in the estimate are usually unit cost line items based on actual design quantities. Expected Accuracy Range: Typical accuracy ranges for Final estimates are -5% on the low side, +10% on the high side, depending on the construction complexity of the project, appropriate reference information, and the inclusion of an appropriate design development contingency. Ranges could exceed those shown in unusual circumstances.

d. Description:

- 1) Detail costs based upon the exact quantity takeoffs from the contract documents and current and/or projected costs.
- 2) A separate estimate is required for each trade as identified on the [Consultant Estimate Form](#) (OEPC 178).
- 3) Markups for Home Office Overhead, Profit, Design Development Contingencies, and Field Order Allowances should be noted as separate line items and follow recommended percentages (refer to [Markup Tables](#)).
- 4) If Addenda issued during the bid period affect construction costs, those costs should be reflected in a modified final estimate.
- 5) Estimate must be organized by CSI specification section numbers and include separate material and labor unit costs. Each work item should be referenced by its specification section number and subtotaled by divisions.
- 6) The Consultant should continue to use the forms and other tools mentioned previously, as well as any pertinent source documentation concerning estimates, and all should be submitted for review and approval in accordance with the other documents for this phase.

- e. Format - While the estimates for the Program, Schematic Design and Design Development Phases are bound into the report as required for those phases, the estimates for the Contract Documents Phase should be broken down by contract and separately bound.

Revision History:

Rev	Date	Description	Reviewed by:	Approved by:
1	11/15/19	First Release	RWH	RWH