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OLYMPIC REGIONAL
NEW YORK
DEVELOPMENT AUTHORITY



Project Manual

PIN: GOR.21.001

Project Name: North Creek Ski Bowl Lodge

CIN: GOR.21.001.100

Contract Name: Structural Steel Contract (S)

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

27 January 2022

Presented By:

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

Prepared By:

AES Northeast, PLLC
10-12 City Hall Place
Plattsburgh, NY 12901

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PLANROOM COPY - NOT FOR BIDDING

Division 0 – Bidding
And
Contract Requirements

PLANROOM COPY - NOT FOR BIDDING

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Project Name: North Creek Ski Bowl Lodge

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Contract Name: Structural Steel Contract

PREPARED BY

AES Northeast, PLLC

10-12 City Hall Place

Plattsburgh, NY 12901

PREPARED FOR

New York State

Olympic Regional Development Authority

2634 Main Street

Lake Placid, NY 12946

ARCHITECT'S SEAL



STRUCTURAL ENGINEER'S SEAL



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END OF LIST

SECTION 00 11 14
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Olympic Regional Development Authority up to the date and time as identified in the **Schedule of Important Dates and Times** and will be publicly opened and read at the Olympic Center, 2608 - 2634 Main Street, Lake Placid, NY 12946, in the Conference Center at the "Third Floor – South Lobby".

Directions to the Third Floor – South Lobby: Enter through the OLYMPIC CENTER – 1932 ARENA ENTRANCE, 2608 Main Street, Lake Placid, NY 12946, take stairs or elevator to third floor. The South Lobby is at the top of the stairs. The elevator car doors open directly to the South Lobby.

Mailing Address: Olympic Regional Development Authority
Olympic Center
Attn: Office of Environmental Planning and Construction
2634 Main Street
Lake Placid, NY 12946

(Overnight postal service to Lake Placid is typically not guaranteed by most carriers)

(Mailed bids shall be identified on the exterior of the envelope with the Project Identification Number and Name, and the Contract Identification Number and Name)

Pursuant to Public Buildings Law § 8(6), effective January 11, 2020, for any projects where the project design commenced on or after January 1, 2020 and for any contracts over \$5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise that submits a bid within ten percent of the lowest bid will be deemed the apparent low bidder provided that the bid is \$1,400,000 or less, as adjusted annually for inflation beginning January 1, 2020. If more than one responsible and reliable MWBE firm meets these requirements, the MWBE firm with the lowest bid will be deemed the apparent low bidder.

PIN: GOR.21.001

Project Name: North Creek Ski Bowl Lodge

CIN: GOR.21.001.100

Contract Name: Structural Steel Contract (S)

See Section 01 10 01 "Summary of Work for Single Prime Contract" for a general description and the Technical Specification Sections for the specific descriptions; but in a general overview of the Structural Steel Contract scope includes, but is not limited to the following: Provide all labor, tools, equipment, materials, temporary facilities and profit & overhead to provide a structural steel frame and steel decking for the North Creek Ski Bowl Lodge. Anchor bolts and leveling plates shall be furnished to the General Trades Contractor for future installation.

Time is of the essences. Therefore, the completion of the work for the Structural Steel Contract on schedule is critical to the other Contracts associated with the North Creek Ski Bowl Lodge which are to be let at a later date. The completion of the Structural Steel Contract and subsequent contracts are critical to the financial stability and success of ORDA and to the financial stability of the region. Therefore, the Structural Steel Contract shall have provisions for **Liquidated Damages as identified in Section 00 73 05 Liquidated Damages.**

Time is of the essences. Work shall be completed as per the Schedule of Important Dates and Times.

Schedule of Important Dates and Times

- Notice to Bidders: **27 January 2022**
- Site Visits^: By appointment only and prior to **11 February 2022**
- Pre-Bid: **08 February 2022 at 2:00PM** (Local Time)
- End of Questions: **15 February 2022 at 4:00PM** (Local Time)
- Addendum*: **18 February 2022 at 4:00PM** (Local Time)
- Bids Due: **22 February 2022 at 2:00PM** (Local Time)
- Anchor Bolts Required on Job: **20 May 2022**
- Structural Steel and Metal Decking on Job: **15 July 2022**
- Substantial Completion: **158** Calendar Days from the Notice of Award
- Final Completion: **165** Calendar Days from the Notice of Award

^Site Visits shall be managed and limited to one (1) individual at a time. Contact the Designated Contact for a date and a time. The Pre-Bid shall be done by Video Conference. Contact the Designated Contact for information on how to participate on or before **08 February 2022 at 12:00PM Local Time**.

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

Project Cost Estimate

- Structural Steel Contract (S): **\$800,000 to \$1,100,000**
*In Words: **Between Eight Hundred Thousand Dollars and One Million, One Hundred Thousand Dollars***

Bidding Documents and Registered Bidders

Only Registered Bidders shall be allowed to submit a Bid. To become a Registered Bidder and to obtain Bidding Documents the following 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
(*Insert Project Identification Number*)
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.

Designated Contacts

In compliance with the Procurement Lobbying Law Section 139-J, Designated Contacts have been assigned by ORDA for this procurement solicitation and may be reached by email for all inquiries regarding this solicitation.

Kirk Bassarab, P.E.
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 contact(s) are:

Ryan Washburn
Gilbane Building Company
7 Southwoods Blvd., 3rd Floor
Albany, NY 12211
E-Mail: RWashburn@GilbaneCo.com

ORDA reserves the right to cancel the Bidding Process and to not accept any and all Bids received in response to this Request for Bids without explanation.

Bidding Documents may be examined at the following locations:

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

ORDA Website

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

Bidding Contract Documents have been shared with the following organizations:

CMD (formerly Reed)
(subscribers only) view: www.cmdgroup.com

Dodge Reports
www.dodgeprojects.construction.com

iSqFt
www.isqft.com

Bid Clerk
www.bidclerk.com

Construction Journals
www.constructionjournals.com

Southern Tier Builders Association, Inc.
65 East Main Street, Falconer, NY 14733-1397

Construction Contractors Association of the Hudson Valley, Inc.
330 Meadow Avenue, Newburgh, NY 12550

Syracuse Builders Exchange
6563 Ridings Road, Syracuse NY 13206

Minority Contractors Association of Central NY
2610 South Salina Street, Suite 7, Syracuse, NY 13205
Email: stevencoker@rocketmail.com

Northern NY Builders Exchange www.nnybe.com

Mohawk Valley Builders Exchange

10 Main Street, Suite 202, Whitesboro, NY 13492

Associated Bldg. Contractors of the Triple Cities, Inc.
15 Belden Street, Binghamton NY 13903-2159

Eastern Contractors Association
6 Airline Drive, Albany NY 12205

NYS Association of Minority Contractors
Brooklyn Navy Yard Bldg. 280, 4th Fl, Brooklyn NY 11205

By Order of the Olympic Regional Development Authority

PLANROOM COPY - NOT FOR BIDDING

BID FORM FOR:**PIN: GOR.21.001****Project Name: North Creek Ski Bowl Lodge****CIN: GOR.21.001.100****Contract Name: Structural Steel Contract (S)****Address:** Olympic Center
2634 Main Street
Lake Placid, NY 12946New York State
Olympic Regional Development Authority
Olympic Center
Office of Environmental, Planning and Construction
2634 Main Street
Lake Placid, NY 12946***THIS IS A 3 PAGE BID FORM. ALL PAGES MUST BE COMPLETED.***

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

The Undersigned agrees to complete the Work within the time stated in Notice to Bidders – Schedule of Important Dates and Times and Specification Section 00 31 13 – Reference Summary Project Schedule.

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

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

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

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

The Undersigned agrees that the bid security shall be subject to forfeiture if this bid is accepted by the ORDA and the Undersigned does not submit executed copies of the Agreement **WITHIN 48 HOURS OF RECEIPT OF A WRITTEN REQUEST TO PROVIDE SUCH AGREEMENT**. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (4) This contract shall not cause or result in a violation of Section 74(3)(e) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the State with any business entity in which he/she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties."
- (5) The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with ORDA's procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b).
- (6) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law

(NYS Iran Divestment Act of 2012). The list can be viewed at the following link: <https://ogs.ny.gov/iran-divestment-act-2012>.

(7) New York State businesses will not be used in the performance of this contract (Refer to Document 00 73 24).

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

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

Generally, the Human Rights Law applies to:

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

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

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

(9) In accordance with State Finance Law § 139-l, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the labor law.

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

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

1. have business operations in Northern Ireland Yes ☐ No ☐ and if yes:
2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of compliance with such principles.
Yes ☐ No ☐

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

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

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

BASE BID

- PIN:GOR.21.001

Addendum Acknowledgment

PIN: GOR.21.001

Project Name: North Creek Ski Bowl Lodge

CIN: GOR.21.001.100

Contract Name: Structural Steel Contract (S)

I, the undersigned, do hereby affirm that I have received and fully reviewed the information provided in the below Addendum and that these documents are now incorporated into the Project Bid Documents.

Addendum 1 Acknowledgment (as needed) _____

Addendum 2 Acknowledgment (as needed) _____

Addendum 3 Acknowledgment (as needed) _____

Addendum 4 Acknowledgment (as needed) _____

Addendum 5 Acknowledgment (as needed) _____

Signature

Printed Name

Title

Company

Date

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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DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS

- 1.1. The Project Manual and Drawings will be issued by the Consultant/OEPC and/or ORDA's Office of Planning and Construction (OEPC) to Registered Bidders as specified in the Notice to Bidders (Document 00 11 14). ORDA reserves the right to release these documents electronically or in hard copy.
- 1.2. Carefully examine and be familiar with the Bidding and Contract Documents.

2. VISIT TO THE SITE

- 2.1. Visit the Site of the Work prior to submitting your bid. Refer to the Notice to Bidders Bids for any special instructions.
 - 2.1.1. A pre-bid conference and site visits are typically held with the date, time and location disclosed in the Notice to Bidders. Also, the Notice to Bidders may provide for appointments to be made by the bidder to contact ORDA for a project site visit. No individual or additional site visit will be performed under the pre-bid time period unless there are special circumstance. Failure to attend a site visit shall not be the cause for extra payment.
- 2.2. Become familiar with restrictions and regulations established by the facility. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract Price.
- 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:
 - **Project Primary and Alternates:** As presented in Document Number 00 11 14 Notice to Bidders
 - **Alternate:** (In the event that the Project Primary and/or Alternates Designated Contact(s) are unavailable, the below Alternate Contracts may be contacted:
 - 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, invitation for bids or any other method for soliciting a response from offerers intending to result in a procurement contract.
 - 3.2.2. The submission of written questions to a designated contact set forth in a request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract, when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, or invitation for bids,

or any other method for soliciting a response from offerers intending to result in a procurement contract.

- 3.2.3. Participation in a conference provided for in a request for proposals, invitation for bids, or any other method for soliciting a response from offerers intending to result in the procurement contract.
- 3.2.4. Complaints by an offerer regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized offerer contacts made in writing to 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 bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding.
- 3.2.8. Complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction.
- 3.2.9. Written protests, appeals or complaints to the New York State Office of the State Comptroller (OSC) during the process of contract approval, where OSC's approval is required by law, and where such communications and any response thereto are made in writing and shall be entered in the procurement record pursuant to §163 of the State Finance Law.
- 3.2.10. Complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to OSC's office.
- 3.2.11. Permissible Contacts are only with the procuring agency unless specifically excepted.
- 3.3. Impermissible contacts include those that a reasonable person would infer are intended to influence a governmental procurement and occur during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity; provided, however, that nothing in this section shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement. Contacting a person or entity other than the designated contact person during the restricted period, when such contact does not fall within one of the exemptions, is also an impermissible contact.

Direct all conflicts, errors, discrepancies or questions regarding the intent or meaning of the drawings or specifications to the Olympic Regional Development Authority in writing, by the date identified in the **Schedule of Important Dates and Times**. Such requests shall be sent by email in PDF format with receipt request, or by postal service to:

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

- 3.3.1. Prospective bidders shall examine the Bidding and Contract Documents carefully and, before bidding, shall make written request for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. 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 bidders are responsible for ensuring that all Addendum have been incorporated into the bid. The requirements contained in all Bidding and Contract Documents shall apply to all Addendum.
- 3.4. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarification will be without legal effect.
- 3.5. Addendum, if any, will only be issued to Registered Bidders and shall be distributed via E-Mail unless full size plan sheets are required.
- 3.6. Pre-bid inquiries answered by means other than Addendum will not be binding.

4. PREPARATION OF BIDS

- 4.1. Prepare each bid on the official form furnished by ORDA (Document 00 21 00). ***Enter all amounts in numerals in whole dollar amounts.*** Make no erasures, cross-outs, whiteouts, write-overs, obliterations, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid Form. Fill in all blank spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid Form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.
- 4.1.1. Any bid may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the bidder. In case of a discrepancy in the prices contained in the bid forms submitted in duplicate by the bidder, the bid which contains the lower bid shall be deemed the bid of the bidder; provided, however, ORDA at its election may consider the bid of such bidder informal.
- 4.2. Bids shall be submitted in duplicate in a sealed envelope clearly and distinctly marked with the Project Name, the contract number and the contractor's name; and for multiple prime job include the Trade being bid.
- 4.3. Bids shall not include sales and compensating use taxes on materials incorporated into the work.
- 4.4. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
- 4.5. If the Project Manual contains alternates, indicate the amounts to be added to or deducted from the base bid in the spaces provided on the Bid Form. If the Work is to be performed at no change in cost, indicate the word "NONE". Any bid which fails to indicate an amount with the words "ADD" or "DEDUCT" or the word "NONE", for each alternate, will be held to be informal and may be rejected.
- 4.6. Sign the Bid Form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature after "SIGN BID HERE". The same procedure shall apply to the bid of joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. All signatures must be original. Mechanically reproduced signatures or copies are not acceptable. Submitted Bid Forms that do not conform to these requirements will be disqualified.

- 4.7. Mailing Address: Include street address. Addendum sent by other than US Postal Service cannot be delivered to Post Office Boxes.
- 4.8. Each Bid must be accompanied with the following. Bids received without these items may be rejected:
- 4.8.1. Bid Form – Signed by a duly authorized officer of the company,
 - 4.8.2. Acknowledgement of Addendum,
 - 4.8.3. Bid Security per Section 5 below,
 - 4.8.4. OEPC-3 Offerer Disclosure of Prior Non-Responsibility Determinations (Document 00 21 12).

5. BID SECURITY INFORMATION

- 5.1. Bid security is required as a guarantee that the bidder will enter into the Contract and furnish a satisfactory Performance Bond and Labor and Material Bond within the time specified on the Bid Form. Submit bid security in the amount indicated in the Advertisement for Bids in one of the following forms:
- 5.1.1. Certified check or bank check for a sum equal to 5% of the Bid or Bids drawn upon a legally incorporated bank or trust company and payable to the New York State Olympic Regional Development Authority).
 - 5.1.2. Bid Bond (ORDA Document 00 43 13) to be issued by a Surety licensed in the State of New York.
- 5.2. Upon submission of Bid Security in the form of a certified check or bank check, the Bid Security of the successful bidder will be returned, without interest, upon acceptance of the required bonds and the execution of Contract. The second low bidder's Bid security will be returned after the successful bidder executes the Contract. The Bid Security of all other bidders with a Bid Security in the form of checks will be returned as soon as possible after the apparent low bidder has been determined.
- 5.3. Bid Bonds, 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 bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature above "Principal". The same procedure shall apply to the bid security of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. The same procedure shall apply to the signature for the Attorney-in-Fact. All signatures must be original. Electronic, mechanically-reproduced or stamped signatures, or copies, are not acceptable for either signature. Submitted Bid Security that does not conform to these requirements will be disqualified.

6. SUBMISSION OF BID

- 6.1. Submit Bid Form, Bid Security 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 bids must be received before the time specified, and at the place designated for the receipt of bids as listed on Document 00 11 14 Notice to Bidders **"Schedule of Important Dates and Times"**.
- 6.3. A late bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling by ORDA and (2) that absent such mishandling, the bid would have arrived timely. Delays in the mail or any other means of transmittal, including couriers or agents of the State, other than employees of ORDA, will not suffice to excuse late arrival.

- 6.4. A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

7. MODIFICATION OF BID

- 7.1 Bid modifications by amendment will only be considered on condition that: (1) the amendment is received before the time specified, and at the place designated for receipt of bids, (2) the amendment is in writing and executed by a principal of the bidder firm, and (3) the bid, as amended, conforms in all respects with the Contract Documents. Bid modifications may be hand-delivered or mailed to the ORDA Office of Environmental, Planning and Construction at the address in Section 3.3 of these Instructions to Bidders, or faxed to "518-523-4309." Bidders may use a bid modification to acknowledge addendum and/or change the bid amount. Bid modifications received must be on company letterhead and signed by a principal of the bidder firm. DO NOT use the ORDA Bid Form to submit bid modifications. Indicate any amounts to be added to or deducted from any part of the bid amount with the words "ADD" or "DEDUCT" next to the amount. The **only** amounts listed on a bid modification should be the amounts to be added or deducted. **DO NOT** expose the new bid amount on the bid modification. If the bid amount is shown on the bid modification, or otherwise exposed at any time before the bid opening, **the bid shall be disqualified.**

8. WITHDRAWAL OF BID

- 8.1. A bid may be withdrawn at any time prior to the time specified for receipt of bids. Should a bidder decide to withdraw its bid before the bid opening, the request must be prepared on company letterhead, signed by a principal of the bidder firm, and faxed to (518) 523-4309, or hand-delivered or mailed to the ORDA Office of Environmental, Planning and Construction at the address in Section 3.3 of these Instructions to Bidders. 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 bidder must call OEPC at (518) 302-5332 immediately. The unopened bid will be returned by mail to the bidder.
- 8.2. Not more than five (5) business days after the bid opening or a scheduled pre-award meeting, whichever comes later, a low bidder may request the withdrawal of its bid based on a mistake. The request must be submitted via certified or registered mail to the address to which the bid was directed. OEPC may conduct or have conducted on the bidder's behalf a fact-finding proceeding to develop information concerning the request for withdrawal. A request for withdrawal of a bid made after the specified number of days allowed shall result in automatic forfeiture of the bid security.
- 8.3. Following a timely request for withdrawal of a bid, the Bid Security will be returned if the bidder establishes by credible evidence, including original documents when requested, the following:
- 8.3.1. An error, clerical as opposed to judgmental in nature and verifiable by written evidence, occurred in the computation of the bid,
 - 8.3.2. The error constitutes either an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor and/or material from the final bid computation,
 - 8.3.3. The absence of gross negligence in the preparation of the bid. For the purposes of this subparagraph, gross negligence may include,
 - i. the apparent failure of a bidder to account for two or more categories (divisions) of work,
 - ii. the use of multiple erroneous quotations from subcontractors or suppliers,
 - iii. submission to OEPC of a bid withdrawal request within the preceding six (6) months.

- 8.3.4. If the bidder fails to meet its burden of proof, the request to withdraw without penalty shall be denied and its Bid Security will be forfeited and become the property of the ORDA. The decision of OEPC shall be final and conclusive.
- 8.3.5. Once a request to withdraw is made, the bidder is ineligible for award. OEPC shall continue to progress the award process considering only the remaining bids.
- 8.4. A bidder may withdraw its bid if no award is made within sixty (60) days after the receipt of bids. A written notice must be submitted via certified or registered mail to the address in Section 3.3 of these Instructions to Bidders 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 60 days after the receipt of bids.

9. DISQUALIFICATION

- 9.1. Any bid which fails to conform to the requirements of the Bidding and Contract Documents may be rejected.
- 9.2. The Director may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity.
- 9.3. ORDA reserves the right to disqualify bidders, before or after bid opening, upon evidence of collusion with third parties or other illegal practices upon the part of the bidder.
- 9.4. ORDA reserves the right to disqualify bidders, before or after bid opening including but not limited to any of the following which may be considered just cause to disqualify a bid:
- 9.4.1. Evidence of collusion, directly or indirectly,
 - 9.4.2. Any attempt to improperly influence any staff,
 - 9.4.3. Bidder's prior work and/or performance on past contracts,
 - 9.4.4. Incomplete or incorrect information submitted as part of the bid,
 - 9.4.5. Evidence of Bidder's inability to successfully complete the responsibilities and obligations of the bid; and
 - 9.4.6. Bidder's default under any agreement, which results in termination of the Agreement.
- 9.5. Prohibition of Gifts: ORDA officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the ORDA, or proposing to do business with the ORDA. The offering of any illegal gift shall be grounds to disqualify a Bidder. To avoid even the appearance of impropriety, Bidder should not offer any gifts or souvenirs, even of minimal value, to ORDA officers or employees.

10. GOVERNING LAWS AND REGULATIONS ADMINISTERED BY OTHER DEPARTMENTS

- 10.1. Taxes: All taxes pertaining to the Work must be paid. Address inquiries regarding taxes to the Tax Collecting Agency. For information regarding sales and use taxes contact the Sales Tax Bureau, Department of Taxation and Finance.
- 10.2. While all applicable laws, rules and regulations of the State of New York are incorporated by reference in this Contract, take special note of the provisions of the Labor Law and Industrial Code Rule 23 relative to the safety of workers and of persons lawfully occupying or using the premises. Address inquiries regarding labor law provisions to the New York State Department of Labor.
- 10.3. Anti-Discrimination Clause: Discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status is prohibited.

11. OPENING OF BIDS

Bids will be publicly opened as announced in Document 00 11 14 Notice to Bidders.

12. DETERMINATION OF BIDDER'S/CONTRACTOR'S RESPONSIBILITY

- 12.1. The State Public Buildings Law requires that contracts for public work in the State of New York be awarded to the lowest responsible and reliable bidders as will best promote the public interest.
- 12.2. Each apparent low bidder, and each proposed subcontractor (for subcontract work of \$100,000 or more) will be required to submit form CCA-2 - *New York State Vendor Responsibility Questionnaire For Profit Construction* prior to contract award or subcontractor approval. 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 bidders do not already have a Vendor ID, they are encouraged to obtain one *in advance of* the bid opening.

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

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

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

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

<https://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.

- 12.3. After the bids are opened, the apparent low bidder shall complete and file the CCA-2 within 5 days. Vendors using the online system may certify (or recertify) and file the CCA-2 electronically via the VendRep System (<https://portal.osc.state.ny.us>).
- 12.4. It is recommended that all bidders become familiar *in advance* with all of the requirements of the CCA-2. As mentioned in 12.2, bidders who do not have a Vendor ID are encouraged to obtain one in advance of the bid opening.
- 12.5. All bidders must submit a completed form OEPC-3 - *Offerer Disclosure of Prior Non-Responsibility Determinations* (Document 00 21 12) with their Bid Form.
- 12.6. The determination of responsibility will include a review to ensure the Contractor has not knowingly and willfully violated the provisions of the Procurement Lobby Law or New York State Finance Law §139-j and §139-k.
- 12.7. New York State Finance Law §139-k (2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State

Finance Law §139-k, a Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

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

13. SUBMISSION OF POST-BID INFORMATION

- 13.1. Within two (2) business days after the opening of bids, each of the apparent three (3) lowest bidders, unless otherwise directed by ORDA or otherwise provided in the Bidding and Contract Documents, shall submit to ORDA:

13.1.1. The names, addresses and phone number of the bidder's proposed subcontractors.

13.1.2. A breakdown of the amount of the bidder's bid. Such breakdown shall be prepared in accordance with industry standards.

13.1.3. The following forms, completed as required:

- i. Code of Business Ethics (Document 00 62 00)
- ii. Certificate of Non-Collusion (Document 00 64 00)
- iii. Procurement Lobbying Law – Certification (Document 00 63 00)
- iv. Executive Order 177 (Document 00 65 00)
- v. Affidavit of Worker's Compensation (Document 00 65 10)
- vi. Evidence of Bidder's qualifications to do business in New York State if the bidder is a non-New York State company
- vii. W-9 (Document 00 66 00)

- 13.2. In order to demonstrate qualification to perform the Work, each Bidder must be prepared to submit within five (5) business days of ORDA's request written evidence of:

13.2.1. Financial data, previous experience, present commitments and such other data as requested by ORDA in accordance with the General and Supplemental Conditions, including insurances and bonding.

13.2.2. 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.

- 13.3. MWBE/SDVOB Plan(s) shall be submitted by the apparent lowest responsible Bidder(s), of each Prime Contract, within five (5) business days after the bid opening. ORDA reserves the right to request MWBE/SDVOB Plan(s) be submitted by the three (3) lowest responsible Bidder(s), for each Prime Contract, within five (5) business days after the bid opening. This right shall be exercised by written notification.

- 13.4. The Bidder'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.

- 13.5. 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 bidder. Each bidder

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 bidder.

14. QUALIFICATIONS OF BIDDERS

- 14.1. All prospective bidders 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.
- 14.2. Each bidder must be prepared to show to the satisfaction of ORDA that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first \$100,000 of the amount of its Base Bid plus 10 percent of the next \$900,000 plus 5 percent of the remainder of its Base Bid. 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.
- 14.3. A bidder 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 Bid. Refer to Document 00 22 19 for additional requirements, if any, which shall supersede the requirements of this Section 14.3.

15. AWARD OF CONTRACT

- 15.1. The Contract may be awarded to the lowest responsible and reliable bidder as will best promote the public interest.
- 15.2. If alternates are included in the bidding documents, ORDA reserves the right to accept or reject any or all alternates. ORDA shall determine the lowest bid by adding to or deducting, from the Base Bid Amount of the bidders, the additive or deductive alternates, if any, that ORDA elects to accept after the opening of the bids. Alternates will be accepted in the order they are set forth in the contract documents.
- 15.3. The State reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the State will thereby be promoted. In the event that all bids are rejected, each bidder will be so notified.
 - 15.3.1. A bid may be rejected if the bidder fails to furnish the required bid security or to submit the data required with or after its bid.
 - 15.3.2. A bid may be rejected if the bidder 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.
 - 15.3.3. A bid will be rejected if it does not provide for the completion of the work by the date of completion specified in the bid.
- 15.4. Pursuant to Public Buildings Law § 8(6), effective 11 January 2020, for any projects where the project design commenced on or after 01 January 2020 and for any contracts over \$5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise (“MWBE”) that submits a bid within ten percent of the lowest bid will be deemed the apparent low bidder provided that the MWBE bid is \$1,400,000 or less, as adjusted annually for inflation beginning January 1, 2020. If more than one

responsible or reliable NYS-certified MWBE firm meets these requirements, the MWBE firm with the lowest bid will be deemed the apparent low bidder. Refer to the Advertisement for Bids for applicability of projects subject to these criteria.

16. MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

- 16.1. Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, ORDA is required to promote opportunities for the maximum feasible participation of NYS-certified Minority- and Women-owned Business Enterprises and the employment of minority group members and women in the performance of ORDA contracts.
- 16.2. The Minority / Women Owned Business Sub-Contracting / Supplier Goals and Service-Disabled Veteran-Owned Businesses goals for this solicitation are presented in Document 00 22 13 – Supplemental Information and Instructions to Bidders MWBE EEO & SDVOB
- 16.3. Information on MWBEs, including a directory of MWBE's, is available from:

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

- 16.4. Pursuant to New York State Executive Law Article 17-B enacted in 2014, the State acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

- 16.5. Bidders need to be aware that contractors will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.
- 16.6. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.
- 16.7. Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

17. SURETY BOND

- 17.1. If required, the Contractor shall furnish Performance and Payment Bonds within ten (10) calendar days after the receipt of Notice of Award, in an amount equal to one hundred percent (100%) of the total

Contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this contract. These bonds are to be executed on ORDA's forms (Documents 00 43 14 and 00 43 15) 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.

18. POLICY ON TIED BIDS

- 18.1. A tie-bid is defined as an instance where bids are received from two or more bidders who are the apparent low responsive and reliable bidders with identical offers, or who are MWBEs with identical offers with bids of \$1,400,000 or less and whose bids are within ten percent of the lowest bid. A tie-bid does not exist when an apparent low bidder has an identical offer to an MWBE, as the MWBE is deemed the apparent low bidder pursuant to Public Buildings Law § 8(6). It is the policy of ORDA to settle the outcome of tie-bids between two contractors where the Bid includes Alternates, to determine the Low Bid based on the selected Alternates in combination with the Base Bid. For Tie-bids between two contractors, where there are no monetary means to differentiate via Alternates to settle the tie-bids either drawing a name from a hat or flipping a coin within 24 hours of the bid opening. All affected firms will be notified of the tie and the time and place of the resolution of the tie and shall be invited to witness the outcome. Attendance is not mandatory. The drawing/flip will be held at the address in Paragraph 3.3. Two impartial witnesses will be provided and shall be present. All attendees will acknowledge the results of the tiebreaker on the bid tabulation sheet. All firms affected by the tied bids will be notified of the results. The results pursuant to this provision shall be considered final.

19. INSURANCE REQUIREMENTS

- 19.1. Prior to the commencement of work the Successful Bidder 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 NEW YORK STATE 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 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.

20. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS

- 20.1. 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.
- 20.2. 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:

20.2.1. 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**

20.2.2. 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**

20.2.3. 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** GS-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).

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

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

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

20.3.1. 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**

20.3.2. 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**

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

20.3.4. 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

21. GENERAL ADMINISTRATION

21.1. The successful bidder 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).

21.2. 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.

- 21.3. Prevailing Wage Rates shall be paid to workers on the project. The Olympic Regional Development Authority is exempt from paying sales and compensating use taxes of the State of New York, cities and counties, on materials to be incorporated into the work.
- 21.4. The successful bidder shall provide ORDA a W-9 (Document 00 66 00) within five (5) days of the Notice of Award.
- 21.5. 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.

22. GENERAL TERMS AND CONDITIONS

- 22.1. The following items will be incorporated into, and made part of, the formal agreement: (1) ORDA’s Invitation for Bid; (2) the Successful Bidder’s Bid; (3) the Standard Form of Agreement, (4) Exhibits to the Agreement, (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, (13) MWBE/SDVOB Supplier Goals and Forms and (14) Executive Order 177.
- 22.2. 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) Standard Form of Agreement, (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 Bidder’s Bid.

23. ADDITIONAL TERMS AND CONDITIONS

- 23.1. The terms and conditions of ORDA Standard Form of Agreement shall apply and is provided as an attachment to this Request for Bids (RFB).
- 23.2. The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law.
- 23.3. 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.
- 23.4. The relationship of the Successful Bidder to ORDA shall be that of independent contractor.
- 23.5. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
- 23.6. The submission of a bid constitutes a binding offer to perform and provide said services.
- 23.7. In the event the Successful Bidder uses partners, subcontracts or subcontractors, the Successful Bidder will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFB. For the resulting agreement, the Successful Bidder will be the prime contractor.
- 23.8. ORDA will not be liable for any costs associated with the preparation, transmittal, or presentation of any Bids or materials submitted in response to this RFB.
- 23.9. Public announcements or news releases regarding this RFB or any subsequent award of a contract must not be made by any Bidder without the prior written approval of ORDA.

- 23.10. The Successful Bidder is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offerer shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
- 23.11. The Successful Bidder will be responsible for the work, direction and compensation of its employees. Nothing in the resulting agreement or the performance thereof by the Successful Bidder 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.
- 23.12. In the event the Successful Bidder is required to be reimbursed for travel, (Professional Contracts) Bidder 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>
- 23.13. In addition, ORDA reserves the right to:
- 23.13.1. Not accept any and all Bids received in response to this RFB.
 - 23.13.2. 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 Bidder 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 Bidder in accordance with the written notification terms of the contract.
 - 23.13.3. 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.
 - 23.13.4. Contact any or all references.
 - 23.13.5. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Bidders determined to be susceptible to being selected for contract award, prior to award.
 - 23.13.6. Advise Bidder 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 Bidder.

24. BIDDER DEBRIEFING

- 24.1. Upon notification of the selection and award of a contract unsuccessful bidders 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.

25. QUALIFICATION AND BID CONFIDENTIALITY

- 25.1. All qualifications and bid information submitted for ORDA's consideration will be held in confidence upon request, in writing. However, all information submitted by a Bidder is subject to the New York State Freedom of Information Law (FOIL). Therefore, if a Bidder believes that any information in its bid constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Bidder shall submit with its bid 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 Bidder to submit such a letter will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets.

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

26. HEALTH AND SAFETY REQUIREMENTS AND COVID-19

- 26.1. The Bidder agrees it is responsible for complying with any and all health and safety requirements issued by federal, state, county and local entities, including but not limited to ORDA, New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and guidance, and all other 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. Bidder specifically acknowledges that the foregoing includes all laws, rules, regulations or requirements related to the COVID-19 pandemic.

27. IRAN DIVESTMENT ACT

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

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

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

- 27.2. 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.

28. INFORMATION SECURITY BREACH AND NOTIFICATION ACT

- 28.1. The Bidder 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 Bidder 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.

- 28.2. 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.

END OF DOCUMENT

**00 22 13 Supplemental Information and Instructions to
Multiple-Prime Bidders MWBE EEO & SDVOB**

DOCUMENT 00 22 13

SUPPLEMENTARY CONDITIONS – M/WBE/EEO/SDVOB

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

**I) REQUIREMENTS FOR UTILIZATION OF MINORITY- AND WOMEN-OWNED BUSINESS
ENTERPRISES (M/WBEs) AND SERVICE-DISABLED VETERAN BUSINESS OWNED
ENTERPRISES (SDVOB)**

**A) Participation by Minority Group Members and Women and Service-Disabled Veteran Business Owned
Enterprises with Respect to State Contracts: Requirements and Procedures: General Provisions:**

- 1) ORDA is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“M/WBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction (the “Work”).
- 2) ORDA is required to implement the provisions of New York State Executive Law Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. ORDA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of ORDA contracts.
- 3) In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.
- 4) The Bidder agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ORDA, to fully comply and cooperate with ORDA in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for M/WBEs. Bidder’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- 5) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, a breach of contract, leading to the withholding of funds, liquidated damages pursuant to Section III.11 herein, and/or enforcement proceedings as allowed by the Contract and applicable law.

B) Contract Goals:

- 1) For the purposes of this solicitation ORDA hereby establishes goals of
 - Structural Steel Contract: 0% for “MBE” participation, 0% for “WBE” participation and 0% for SDVOB.
 - a. For purposes of providing meaningful participation by M/WBEs on the Contract and achieving the Contract Goals established in Section I.B.1 hereof, Contractor should reference the directory of NYS Certified M/WBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>.
 - b. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should refer to the List of Certified NYS Service-Disabled Veteran-Owned Businesses, which can be accessed from the OGS website page at the following link:
<https://ogs.ny.gov/veterans>
 - c. The M/WBE Regulations are located at 5 NYCRR §§ 140 – 145.
- 2) **Bidders are required to submit a M/WBE/SDVOB Utilization Plan on Form A and Form A Supplemental in compliance with Section 002113 Instruction to Bidders, Section 13– Submission of Post-Bid Information.** Any modifications or changes to the M/WBE/SDVOB Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised M/WBE/SDVOB Utilization Plan and submitted to ORDA.
- 3) Staffing Plan (“From C”) shall be submitted by the apparent lowest responsible Bidder(s), of each Prime Contract, within five (5) business days after the bid opening. The Owner reserves the right to request MWBE/SDVOB Plan(s) be submitted by the three (3) lowest responsible Bidder(s), for each Prime Contract, within five (5) business days after the bid opening. This right shall be exercised by written notification.
- 4) Pursuant to 5 NYCRR §142.8, Bidder must document “good faith efforts” to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract. Bidder must also document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract
- 5) In accordance with Executive Law Section 316-a and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to ORDA for liquidated or other appropriate damages, as set forth herein.
- 6) In accordance with 5 NYCRR § 142.8, Bidders/Contractors must document their good faith efforts toward utilizing M/WBEs on the Contract. In accordance with 9 NYCRR § 252.2(n), Bidders/Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:
 - a. A list of the general circulation, trade, and M/WBE-oriented publications and dates of publications in which the Bidder/Contractor solicited the participation of certified M/WBE/SDVOBs as subcontractors/suppliers, copies of such solicitations, and any responses thereto. Solicitation shall include posting to the New York State Contract Reporter.
 - b. A list of certified M/WBEs appearing in the Empire State Development (“ESD”) M/WBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies

- of the responses made by the certified M/WBEs. Describe specific reasons that responding certified M/WBEs were not selected
- c. A list of certified SDVOBs appearing in the OGS List of Certified NYS Service-Disabled Veteran-Owned Businesses that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified SDVOBs. Describe specific reasons that responding SDVOBs were not selected.
 - d. Descriptions of the Contract documents/plans/specifications made available to certified M/WBE/SDVOBs by the Bidder/Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified M/WBE/SDVOBs.
 - e. A description of the negotiations between the Bidder/Contractor and certified M/WBE/SDVOBs for the purposes of complying with the M/WBE/SDVOB goals of this Contract.
 - f. Dates of any pre-bid, pre-award, or other meetings attended by Bidder/Contractor, if any, scheduled by ORDA with certified M/WBE/SDVOBs whom ORDA determined were capable of fulfilling the M/WBE/SDVOB goals set in the Contract.
 - g. Other information deemed relevant to the request.
- 7) The goal for participation in the conduct of the Work is expressed as a percentage equal to the dollar value of the Work performed divided by the Contract Sum. Where the cost to the Bidder/Contractor of a single item of equipment exceeds twenty-five percent (25%) of the total contract price and where the Bidder/Contractor has shown good faith efforts to obtain such equipment from M/WBE manufacturers and suppliers, and was unsuccessful in obtaining the equipment from an M/WBE, the cost of such equipment shall be deducted from the contract sum prior to computing the M/WBE participation.
- 8) The M/WBE utilization credit for Work performed by M/WBEs providing a commercially useful function will be determined as follows:
- a. Where an M/WBE is not the Bidder/Contractor – M/WBE utilization credit will vary depending on how the M/WBE performs Work under the Contract, as follows:
 - i. Where the M/WBE performs Work under the Contract as a subcontractor, MBE or WBE utilization credit will be 100% of the dollar value of the Work performed by the MBE or WBE.
 - ii. Where the M/WBE performs Work under the Contract as a manufacturer, MBE or WBE utilization credit will be 100% of the dollar value of the Work performed by the MBE or WBE.
 - iii. Where the M/WBE assists in the performance of the Work under the Contract as a supplier, MBE or WBE utilization credit will be 60% of the dollar value of the Work performed by the MBE or WBE.
 - iv. Where the M/WBE assists in the performance of the Work under the Contract as a broker, MBE or WBE utilization credit will be equal to the percentage of the commission, or the mark-up percentage, of the items brokered, applied to the dollar value of the Work performed by the MBE or WBE.
 - b. Where the Bidder/Contractor is a joint venture including one or more M/WBEs as joint venturers, MBE or WBE utilization credit will be the Contract Sum multiplied by the percentage of the joint venture's profits (or losses) that are to accrue to the M/WBE joint venturer(s) under the joint venture agreement.

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

II) EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- 1) The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Bidder/Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed, or rendered or furnished to, the contracting State agency ("the Work") except where the Work is for the beneficial use of the Bidder/Contractor.
 - a. Bidder/Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
 - b. By entering into this Contract, Bidder/Contractor certifies that the text set forth in Form #4, attached hereto and made a part hereof, is Bidder's/Contractor's equal employment opportunity policy. In addition, Bidders/Contractor agrees to comply with the Non-Discrimination Requirements set forth.

The Bidder/Contractor will include the provisions of Section II.1.a and Section II.1.b which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

- 2) Form EEO -101 Workforce Utilization Reporting Form (Construction) ("Form EEO-101-Construction")

The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Construction throughout the term of this Contract, by the 10th day of each month to report the actual workforce utilized during the previous month in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported.

The Form EEO-101-Construction must be submitted with your payment application to ORDA. Separate forms shall be completed by Contractor and all subcontractors. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Construction and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Construction and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

III) M/WBE/SDVOB COMPLIANCE

- 1) By entering into a Contract with ORDA, Bidder certifies that it has submitted a completed M/WBE/SDVOB Utilization Plan ("Form A and Form A Supplemental") prior to contract award and will follow such Plan for the performance of M/WBE/SDVOBs on the Contract pursuant to the prescribed M/WBE/SDVOB goals set forth in Section I.B.1 of this Supplement. The Utilization Plan shall list the M/WBE/SDVOBs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the M/WBE/SDVOB to perform to meet the goals on the Contract, and the estimated, or if known, actual dollar amounts to be paid to an M/WBE/SDVOB. Changes to the agreed participation by M/WBE/SDVOBs after the Contract award and during the term of the contract must be reported on a revised M/WBE/SDVOB Utilization Plan submitted to ORDA.
- 2) By entering into the Contract, Bidder understands that only sums paid to M/WBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable M/WBE participation goal. When an M/WBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the M/WBE.
- 3) ORDA will review the submitted M/WBE/SDVOB Utilization Plan and advise the Bidder of ORDA's acceptance or issue a notice of deficiency within thirty (30) calendar days of receipt. Bidder understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments.
- 4) Bidder/Contractor further agrees that a failure to submit and/or use such M/WBE/SDVOB Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ORDA shall be entitled to any remedy provided herein, including but not limited to, a finding of Bidder/Contractor non-responsiveness.
- 5) If the Bidder/Contractor, after making good faith efforts, is unable to comply with M/WBE/SDVOB goals, the Bidder/Contractor may submit an Application for M/WBE/SDVOB Waiver form ("Form B") documenting good faith efforts by the Bidder/Contractor to meet such goals. If the documentation included with the waiver request is complete, ORDA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- 6) If ORDA, upon review of the M/WBE/SDVOB Utilization Plan and updated Bidders list of Subcontractors and Suppliers determines that the Bidder is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, ORDA may issue a notice of deficiency to the Bidder. The Bidder must respond to the notice of deficiency within five (5) business days of receipt by submitting to ORDA:

ORDA Compliance

New York State Olympic Regional Development Authority



Olympic Center
2634 Main St.
Lake Placid, NY 12946

Such response may include a request for partial or total waiver of M/WBE/SDVOB Contract Goals.

Bidder/Contractor must submit a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ORDA to be inadequate, ORDA shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE/SDVOB participation goals on Form B. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

7) ORDA may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstance:

- a. If a Bidder fails to submit an M/WBE/SDVOB Utilization Plan in compliance with Document 00 21 13 Instruction to Bidders, Section 13 – Submission of Post-Bid Information;
- b. If a Bidder fails to submit a written remedy to a notice of deficiency;
- c. If a Bidder fails to submit a request for waiver; or
- d. If ORDA determines that the Bidder has failed to document good faith efforts.

8) Contractors shall attempt to utilize, in good faith, any MBE, WBE, and SDVOB identified within its M/WBE/SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to ORDA, but must be made no later than prior to the submission of a request for final payment on the Contract.

9) **Monthly/Quarterly M/WBE/SDVOB Contractor Compliance Report**

- a. In accordance with 5 NYCRR § 142.10, and 9 NYCRR § 252.2(q), Contractor is required to report Monthly and Quarterly M/WBE / SDVOB Contractor Compliance to ORDA during the term of the Contract for the preceding month's/quarter's activity, documenting progress made towards achievement of the Contract M/WBE/SDVOB goals.
- b. When a Contractor receives a payment from ORDA under an ORDA contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner.
- c. Contractor must submit to ORDA the Contractor's Monthly M/WBE / SDVOB Compliance Report on Form M/WBE 102 by the 10th day of each month during the term of the Contract for the preceding month's activity with their payment application.
- d. Contractor must submit to ORDA the Contractor's Quarterly M/WBE / SDVOB Compliance Report on Form M/WBE 102 by the 10th day of the month following the end of a quarter for the preceding month's activity with their payment application.

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

11) Liquidated Damages – MWBE Participation

- a. Where ORDA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to ORDA.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - ii. All sums actually paid to MWBE/s for work performed or materials supplied under the Contract.
- c. In addition, failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.
- d. After the Contractor has been afforded the process it is due, if ORDA determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by ORDA, Contractor shall pay such liquidated damages to ORDA within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

12) Damages – SDVOB Participation

- a. Where ORDA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the SDVOB participation goals, Contractor shall be obligated to pay damages to ORDA pursuant to 9 NYCRR § 252.2(s).

Damages shall be calculated based on the actual cost incurred by the State agency related to the State agency's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.

- b. In addition, failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.
- c. After the Contractor has been afforded the process it is due, if ORDA determines that Contractor is liable for damages and such identified sums have not been withheld by ORDA, Contractor shall pay such liquidated damages to ORDA within sixty (60) days after they are assessed.

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



FORM A

M/WBE/SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted in compliance with Section 002113 Instruction to Bidders, Section 12 – Submission of Post-Bid Information. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned businesses under the contract. Attach additional sheets if necessary.

Offeror's Name:
Address:
City, State, Zip Code:
Telephone No.:

Federal Identification No.:
Project/Contract No.:

M/WBE/SDVOB Goals in the Contract:
MBE _____% WBE _____% SDVOB _____%
(Refer to Document #00 22 13 Supplemental Information MWBE-SDV for Goal Determination)

Region/Location of Work:

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

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

PREPARED BY (Signature):
DATE:

NAME AND TITLE OF PREPARER (Print or Type):

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.:

EMAIL ADDRESS:

FOR M/WBE USE ONLY

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO Date: _____

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO Date: _____



FORM B REQUEST FOR WAIVER

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

Offeror/Contractor Name:		Federal Identification No.:	
Address:		Solicitation/Contract No.:	
City, State, Zip Code:		M/WBE – SDVOB Goals: MBE % WBE % SDVOB %	
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.			
Contractor is requesting a: 1. ☐ MBE Waiver – A waiver of the MBE Goal for this procurement is requested. ☐ Total ☐ Partial 2. ☐ WBE Waiver – A waiver of the WBE Goal for this procurement is requested. ☐ Total ☐ Partial 3. ☐ SDVOB Waiver- A waiver of the SDVOB Goal for this procurement is requested. ☐ Total ☐ Partial 4. ☐ Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____			
PREPARED BY (Signature): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.		Date:	
Name and Title of Preparer (Printed or Typed):		Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award submit to: New York State Olympic Regional Development Authority		***** FOR M/WBE USE ONLY *****	
		REVIEWED BY:	
		DATE:	
		Waiver Granted: ☐ YES MBE: ☐ WBE: ☐	
		☐ Total Waiver ☐ Partial Waiver ☐ ESD Certification Waiver ☐ *Conditional ☐ Notice of Deficiency Issued _____	
		*Comments:	



REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-SDVOB oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals. **Solicitation shall include posting on the New York State Contract Reporter.**
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs or SDVOBs appearing in the NYS Directories of Certified Firms that were solicited for purposes of complying with your certified M/WBE and SDVOB participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBE and SDVOBs.
6. Provide copies of responses made by certified M/WBEs and SDVOBs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs/SDVOBs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs-SDVOBs have undertaken for purposes of complying with the certified M/WBE and SDVOB participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of MWBE or SDVOB application receipt issued by Empire State Development (ESD) or the Office of General Services (OGS).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate ORDA, to determine M/WBE and SDVOB compliance.



FORM C STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: ☐ Work force to be utilized on this contract ☐ Total work force
Offeror's Name:		☐ Offeror ☐ Subcontractor Subcontractor's name _____

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

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

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed with bid or proposal



General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit in compliance with Section 002113 Instruction to Bidders, Section 12 – Submission of Post-Bid Information. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

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



MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT (Form #4)

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

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

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

EEO

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

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

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

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

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

Agreed to this _____ day of _____, 20____

By: _____

Print: _____ Title: _____

Laura Beck is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (M/WBE-EEO) program.



MONTHLY M/WBE / SDVOB COMPLIANCE REPORT

M/WBE 102 (Revised 10/20)

As evidence of the progress made toward achievement of the minority, women and service-disabled veteran owned business enterprise goal(s), **REPORTING PERIOD Month/Year** _____ contractor is required to complete and submit the following for each NYS-certified MWBE/SDVOB (please use additional sheets if necessary). Beginning THIRTY (30) days after a contract is awarded Quarterly MWBE Contractor Compliance Reports are due on The 10th of each month to report MWBE and SDVOB utilization for the preceding month.

Contract Overview

Offeror/Contractor Name: _____ Telephone: _____ M/WBE/SDV NYS Certified Firm? _____
Address _____ Federal ID No: _____ ☐ Y If Yes, proceed to box A
City, State, Zip: _____ Project No: _____ ☐ N If No, proceed to box B

Please place the name of your company in Box A only if you are a NYS-Certified M/WBE/SDV and include quarterly contract payments received.

A Name: _____ Actual ORDA Contract payment(s) received by the NYS-Certified M/WBE/SDV Contractor during the reporting period: \$ _____
FEIN: _____ MBE ☐ DUAL ☐
Actual total of payments made over the life of this contract: \$ _____
WBE ☐ SDVOB ☐

In boxes B thru E, please include quarterly expenditures your company made to NYS-certified M/WBE/SDV companies only. Check the DIRECT box for expenditures required to meet ORDA Contract obligations, and INDIRECT box for expenditures not specific to contract obligations.

B Name: _____ Actual payment(s) made to the NYS-Certified M/WBE/SDV Contractor during the reporting period: \$ _____
FEIN: _____
☐ MBE ☐ DUAL ☐ DIRECT Actual total of payments made over the life of this contract: \$ _____
☐ WBE ☐ SDVOB ☐ INDIRECT Description of Work: _____
Dates of Services: _____

C Name: _____ Actual payment(s) made to the NYS-Certified M/WBE/SDV Contractor during the reporting period: \$ _____
FEIN: _____
☐ MBE ☐ DUAL ☐ DIRECT Actual total of payments made over the life of this contract: \$ _____
☐ WBE ☐ SDVOB ☐ INDIRECT Description of Work: _____
Dates of Services: _____

In boxes B thru E, please include quarterly expenditures your company made to NYS-certified M/WBE/SDV companies only. Check the DIRECT box for expenditures required to meet ORDA Contract obligations, and INDIRECT box for expenditures not specific to contract obligations.

D Name: _____			Actual payment(s) made to the NYS-Certified M/WBE/SDV Contractor during the reporting period:	\$ _____
FEIN: _____				
☐ MBE	☐ DUAL	☐ DIRECT	Actual total of payments made over the life of this contract:	\$ _____
☐ WBE	☐ SDVOB	☐ INDIRECT	Description of Work: _____	
			Dates of Services: _____	

E Name: _____			Actual payment(s) made to the NYS-Certified M/WBE/SDV Contractor during the reporting period:	\$ _____
FEIN: _____				
☐ MBE	☐ DUAL	☐ DIRECT	Actual total of payments made over the life of this contract:	\$ _____
☐ WBE	☐ SDVOB	☐ INDIRECT	Description of Work: _____	
			Dates of Services: _____	

- ☐ I hereby affirm that the information supplied in this quarterly compliance report is true and correct to the best of my knowledge.
- ☐ I hereby affirm that the information supplied in the previous quarterly report is true and correct. If not, attached is a revised compliance report for the previous quarter.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE and SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature Date

Print Name Sworn to before me this _____ day of _____ 20____

Title Notary Public

Email Seal: Telephone _____

FOR AUTHORIZED USE ONLY	
Reviewed by:	_____
Date Received:	_____

Use additional sheets as needed.

Quarterly M/WBE / SDVOB COMPLIANCE REPORT

M/WBE 102 (Revised 10/20)

As evidence of the progress made toward achievement of the minority, women and service-disabled veteran owned business enterprise goal(s), contractor is required to complete and submit the following for each NYS-certified MWBE/SDVOB (please use additional sheets if necessary). Beginning THIRTY (30) days after a contract is awarded Quarterly MWBE Contractor Compliance Reports are due on the 10th of the month following the preceding quarter. January 10, April 10, July 10 and October 10.

Reporting Period:

April 1- June 30 _____	Oct 1- Dec 31 _____
July 1 – Sept 30 _____	Jan 1- Mar 30 _____

Contract Overview:

Offeror/Contractor Name _____ Telephone: _____ M/WBE/SDV NYS Certified Firm? _____ Federal ID No: _____
 If Yes, proceed to box A If No, proceed to box B

City, State, Zip: _____ Project No: _____

Please place the name of your company in Box A only if you are a NYS-Certified M/WBE/SDV and include quarterly contract payments received.

A Name: _____ Actual ORDA Contract payment(s) received by the NYS-Certified M/WBE/SD Contractor during the reporting period: \$ _____

FEIN: _____ MBE ☐ DUAL ☐
 WBE ☐ SDVOB ☐ Actual total of payments made over the life of this contract: \$ _____

In boxes B thru E, please include quarterly expenditures your company made to NYS-certified M/WBE/SDV companies only. Check the DIRECT box for expenditures required to meet ORDA Contract obligations, and INDIRECT box for expenditures not specific to contract obligations.

B Name: _____ Actual payment(s) made to the NYS-Certified M/WBE/SDV Contractor during the reporting period: \$ _____

FEIN: _____

☐ MBE ☐ DUAL ☐ DIRECT
☐ WBE ☐ SDVOB ☐ INDIRECT Actual total of payments made over the life of this contract: \$ _____

Description of Work: _____

Dates of Services: _____

C Name: _____ Actual payment(s) made to the NYS-Certified M/WBE/SDV Contractor during the reporting period: \$ _____

FEIN: _____

☐ MBE ☐ DUAL ☐ DIRECT
☐ WBE ☐ SDVOB ☐ INDIRECT Actual total of payments made over the life of this contract: \$ _____

Description of Work: _____

Dates of Services: _____

In boxes B thru E, please include quarterly expenditures your company made to NYS-certified M/WBE/SDV companies only. Check the DIRECT box for expenditures required to meet ORDA Contract obligations, and INDIRECT box for expenditures not specific to contract obligations.

D Name: _____			Actual payment(s) made to the NYS-Certified M/WBE/SDV Contractor during the reporting period: \$ _____
FEIN: _____			
☐ MBE	☐ DUAL	☐ DIRECT	Actual total of payments made over the life of this contract: \$ _____
☐ WBE	☐ SDVOB	☐ INDIRECT	Description of Work: _____
Dates of Services: _____			

E Name: _____			Actual payment(s) made to the NYS-Certified M/WBE/SDV Contractor during the reporting period: \$ _____
FEIN: _____			
☐ MBE	☐ DUAL	☐ DIRECT	Actual total of payments made over the life of this contract: \$ _____
☐ WBE	☐ SDVOB	☐ INDIRECT	Description of Work: _____
Dates of Services: _____			

- ☐ I hereby affirm that the information supplied in this quarterly compliance report is true and correct to the best of my knowledge.
- ☐ I hereby affirm that the information supplied in the previous quarterly report is true and correct. If not, attached is a revised compliance report for the previous quarter.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature _____ Date _____

Print Name _____

Title _____

Email _____ Telephone _____

Use additional sheets as needed.

Sworn to before me this _____ day of _____ 20____

Notary Public _____

Seal: _____

FOR AUTHORIZED USE ONLY

Reviewed by: _____

Date Received: _____

Section A (Contractor/Subcontractor Information)

Section B (Hours Worked by Race/Ethnic Identification)

When the workforce to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total workforce, information on the contractor's and/or subcontractor's total workforce must be included in the report.

Interested Vendors		MWBE/SDVOB Firms		ORDA		
Contact	Type of Business	MWBE/SDVOB	Company Name	Contact Info	Email	Email
Laurie Pollay	Env Services, Maint and Repair	SDVOB	Academy Energy Group	518-222-3697	Laurie.Pollay@AcademyEnergyGroup.com	
Ammiel Fernandez	Wholesale Trade	WBE	2uTEC, L.L.C	315-410-4649	afernandez@2uTEC.com	
Keith Bernard	Construction	MBE	34 Group Inc.	716-430-2217	jhart@argentassociates.com	
Amber Stevenson	Placing and Tying Reinforcing Rod	WBE	AAA Reinforcing	518-828-0359	aaareinforcingllc@yahoo.com	
Andy Lynch	Electrical Distributor	SDV	Academy Energy Group	312-931-7443	andy.lynch@academyenergygroup.com	
Holly House	Fire Protection Equipment	WBE	All Source Fire Supply	315-625-7242	hollyh@allsourcefire.com	
Tim Allen	Supplier, Equipment, Safety	SDV	Allied Equipment Services	973-943-1420	alliedequipmentservices@gmail.com	
Christie Phippen	Seeding, landscaping	WBE	Alpine Seeding	315-268-1056	alpineseeding@aol.com	
Jim Blasting	Consultant	WBE	Ambient Environmental	518-482-0704	joelav@ambient-env.com	
Andrew Claus	Supplier	SDVOB	AmBuild Supply	585-223-0187	aclaus@ambuild.com	
Stephanie Ginett	Supplier	SDV	American Veteran Enterprises	518-986-6400	StephanieGinett@avetllc.com	
Maryam Mirhadi	Project Mgmt/Construction Mgmt	WBE	Androit Consultants	352-327-8422	info@androitprojectconsultants.com	
	Telecomm Technology	MBE, WBE	Argent Associates	732-512-9009	jhart@argentassociates.com	
Paul Grossman	Technology	SDVOB/MBE pending	Aspell	310-767-3164	paul@aspell.com	
Arthur Cross	Laboratory	WBE	Atlantic Testing	518-569-5878	across@atlantictesting.com	
Brian Keuger	A/E	WBE	Aubertine and Currier	315-782-2005	ria@aubertinecurrier.com	
Laurie Elkin	A/V	WBE, DSBE	AVS Science Inc.	585-454-1460	Laurie@avscience.com	
Bryan Fulmer	Material Supplier	SDV	B & T Construction Logistics	845-705-7159	Bryan.Fulmer@btconlog.com	
Ashley Akey	Supplier	WBE	Belle Sales and Supply	518-335-1408	info@bellesales.com	
Ashley Thissell	Excavation	Not yet cert	Bennett Design and Excavation	518-744-2054	bdeexcavation@gmail.com	
Jason Peterson	SDV	SDV	Bethlehem Land Surveying	518-813-0059	jason@bethlehemlandsurveying.com	
Mary Warren	Construction	WBE	Black Horse Group	315-755-1213	mary@blackhorsegroup.us	
Robert Scott	Marketing, graphic arts	SDVOB	Bob Scott Productions, Inc.	585-413-3580	Bscott@BobScottProductions.com	
Kay Almond	A/E, CM	WBE	Bravo	212-433-2829	kay.almond@bravoinc.com	
Joe Coniglio	Safety Services	WBE, SDV	Cavalry Safety and Security Services	716-508-4143	Joe@cavsafety.com	
Eward Wojewodzil	Building Inspection	SDV	Century Ahead Inspections	315-261-1465	edward.wojewodzic@gmail.com	
Mike McCormick	Sign Manufacturing/Traffic Safety	WBE	Certified Safety Products of NY	607-661-0796	mmccorm@ctcsigns.com	
Bonnie Graves	Stone Materials	WBE	Chippewa Stone	518-499-9090	chippewastone1@aol.com	
Sheila Quiles	Janitorial Supplies	M/WBE	Circle Janitorial Supplies	973-345-1212	squiles@circlejanitorial.com	
Peter Loyola	Landscape Arch	MBE	CLA Site Landscape Arch	518-584-8661 ext 10	ployola@clasite.com	
Elizabeth Casatelli	Geotech, geology, testing	MBE	CME Associates, Inc.	315-437-0050	ecasatelli@cmeassociates.com	
Evan Romaine	Construction	SDV	Construction Logistics and Planning	(607)316-3987	conlogplan@gmail.com	
Will Thornton	Low Voltage/Cabling	MBE	Critical Path Integrators	315-433-1331	info@cpiav.com	
Tom Davey, Brian King	Construction	MBE	Cutting Edge Group	518-798-4151	bvk@cuttingedge-group.com	
Brenda Duggan	Specialty Flooring	WBE	Cutting Edge Installations	860-253-0362	celepoxflooring@aol.com	
Alexsandra Clancy, PE	Cost Estimating/Prof Svc	MBE, WBE	Dack Consulting Solutions	914-686-7102	achancy@dackconsulting.com	
Doug Escher	Motivational	SDVOB	Dale Carnegie of Western NY	585-328-4980	doug.escher@dalecarnegie.com	
Abraham DiMarco	Training Programs	SDV	DiMarco Consulting	315-261-2435	abraham.dimarco@gmail.com	
Joanne Petrozzi-Jones	Snowshoes	WBE	Dion and NevITREK Snowshoes	518-831-1707	nevritrek@gmail.com	
Terry Smith	Call Center	SDVOB	Disabled Veterans Call Center	866-663-8265	tsmith@dvsbpo.com	
Tom McCabe	Information Technology	SDVOB	Distributed Technology Group	585-347-2101	tmccabe@dtg.com	
Curtis Peninger	Industrial fasteners	SDV	Douglas Industrial	518-274-5091	curtis@douglasindustrial.com	
Donald Carpenter	Environmental - A/E and Surveying	SDVOB	Drummond Carpenter	407-417-1220	cdrummond@drummondcarpenter.com	
Shaun Brennan	Dustless blasting, cleaning	SDV	Dustless Blasting	518-877-0744	info@stbbuilders.com	
Steve Imhoff	Logistics, Materials Mgmt	SDV	Eagle Talon LLC	518-569-4756	hossenda@hotmail.com	
Joanne Stewart	A/E, Consultant	WBE	EDR	315-471-0688	jstewart@edrdpc.com	
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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - PRE-BID SITE VISIT

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

2. VISIT TO THE SITE

Change 2.1 to Read:

- 2.1 Due to the coronavirus (COVID-19) special conditions shall be employed during the Pre-Bid Site Visit.
- 2.2 Prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area only during the pre-bid site visit and under the following conditions
 - 2.2.1 Site Visits shall be managed and limited to one (1) individual at a time.
 - 2.2.2 Visitors shall be required to contact the Designated Contact for a date and a time.
- 2.3 Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification.
- 2.4 Parking restrictions and social distancing provisions will apply.
 - 2.4.1 Park as directed by Venue Management.
 - 2.4.2 Stay in vehicles until your appointment time.
 - 2.4.3 Do not socialize with other visitors.
 - 2.4.4 Maintain six (6) feet social distancing at all times from Venue Staff, Project Management Team and all others during visit.
- 2.5 Submit all questions in full compliance with the rules and framework of Instructions to Bidders.
- 2.6 The date, time, location of the pre-bid site visit, and the phone number are included in the Notice to Bidders.

END OF DOCUMENT

SECTION 00 22 19

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

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

Add the following Articles:

25. QUALIFICATIONS OF BIDDERS

25.1 The Contracting Officer or their representative will schedule a pre-award meeting to consider the bid responsiveness of the bid submitted by the apparent low bidder generally within fifteen (15) working days of the bid opening. Bidders will be notified of the time and place of the meeting. On a case by case basis, ORDA will examine and evaluate the bid as responsive by considering the contractors understanding of: the overall project scope, estimated cost, utilization of proposed sub-contractors, expertise, workmanship and past performance in completing similar contracts.

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

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

26. MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS

26.1 The apparent low bidder must submit the required pre-award submittal package outlined below to the Contracting Office within five (5) working days after the bids are opened.

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

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

Pre-award Submittal Package:

1. References and Experience:

- a. List of all past contracts with ORDA. Include ORDA PIN and date.
- b. Provide three (3) references (Name, Title, and Phone Number) associated with three (3) different projects (ORDA, public, or private sector) of similar scope and size to the one identified in this contract. "Scope" shall mean the Work required by the Contract Documents and "size" shall mean the Contract Price for this Contract.

Additionally, include the names of two (2) major suppliers and; if used, two (2) major subcontractors, used for each of these three (3) projects. Provide a full description of the project including the year of the work, the final costs, listing of all project elements in CSI format, listing of all subcontractors, the Engineer/Architect of Record, and the Owner's Representative on the site.

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

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

2. Workforce and Work Plan – Provide a detailed written Work Plan which shall demonstrate the contractor's understanding of overall project scope and shall include, but not be limited, to the following:

- a. Sequential listing of specific project activities required to successfully complete the Work of the contract.
 1. Include Critical Milestones.
 2. Include phasing of the Work, if required.
 3. Include listing of long lead items.
 4. Impact of weather and restricted work period(s).
 5. Include a list of site-/project-specific safety hazards, and how such hazards will be considered in performance of the Work.
- b. Résumés for Contractor's proposed supervisory staff setting forth established experience in performing the Work required by the Contract Documents together with qualifications for specialized expertise or any certification(s) required to perform the Work.
- c. Schedule Preparer qualifications when required by Section 01 32 00.
- d. Submittal Coordinator qualifications when required by Section Document 01 33 00.
- e. Names of proposed major sub-contractors (more than 15% of the bid amount or where critical systems of work are identified in the contract) and a listing of the related trade of work and value.
- f. Any special coordination requirements with other trades.
- g. Any special storage and staging requirements for construction materials.

3. Detailed Cost Estimate:

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

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

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

END OF DOCUMENT

DOCUMENT 00 31 13

REFERENCE SUMMARY PROJECT SCHEDULE

A Summary Project Schedule has been prepared for this project. Refer to SECTION – 01 11 14 NOTICE TO BIDDERS for the required Critical Milestones of the work as presented on the following pages. This Summary Project Schedule is meant to be used as reference in preparing a bid response for the Work Plan requirement of DOCUMENT 00 22 19 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - QUALIFICATIONS OF BIDDERS AND MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS. It is not intended that these examples limit the Contractor in any way in preparation of a bid response.

Bid Milestones are presented on the following pages which encompass the anticipated durations of Work related to the Project. The Summary Project Schedule and Bid Milestones are included as part of this section and will be used to develop the final CPM Baseline Project Schedule preparation in accordance with Section 01 31 13 – Project Schedule.

- A. The prospective bidder expressly understands that his bid for the Work shall be based upon meeting all the established milestone dates, even if to meet such milestone dates requires expedited delivery of material, additional manpower, additional equipment, additional concurrent operations and overtime.
- B. Failure to meet the established Critical Milestone dates may result in assessment of liquidated damages as described in Article 13 of the General conditions.
- C. The start of work for this contract, which is indicated in the Notice to Bidders, shall be adjusted to reflect the actual date of the Notice of Award. If Activity's are delayed through no fault of the Contractor, then the remaining milestone dates will be adjusted by adding the corresponding period of delay to the milestone dates.

North Creek Ski Bowl Lodge
Milestone Schedule

ID	Task Name	Duration	Total Slack	Start	Finish	2022												2023												2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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North Creek Ski Bowl Lodge
Milestone Schedule

ID	Task Name	Duration	Total Slack	Start	Finish	2022												2023												2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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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

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ___ of MONTH in the year 20XX by and between the New York State Olympic Regional Development Authority, 2634 Main Street, Lake Placid, NY 12946 (ORDA) and Contractor Name and Address (CONTRACTOR).

ORDA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All supervision, labor, tools, equipment, materials and temporary facilities necessary to complete _____

Article 2 Presented

The Project has been presented by: New York State Olympic Regional Development Authority
The Project had been prepared by:

Article 3 CONTRACT TIMES

- 3.1 The work shall be complete in a timeline set forth in the Schedule of Important Dates and Times.
1. Substantial Completion on or before ___ Month in the year 20XX
 2. Final Completion and clean-up on or before ___ Month in the year 20XX

Article 4 CONTRACT PRICE

ORDA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below:

- 4.1 For all:
- BASE BID: \$
In words
- FIELD ORDER ALLOWANCE: \$
In words:
- TOTAL CONTRACT PRICE: \$
In words:

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment using the AIA Billing Forms G702 and G703 or equivalent.

5.1 *Progress Payments; Retainage.* ORDA shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, one a month during construction as provided in paragraphs 5.1.1 and 5.1.2 below.

5.1.1 For Bonded Projects, prior to Substantial Completion payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ORDA shall determine, or ORDA may withhold, in accordance with Document 00 72 13 General Conditions for Construction Contracts (General Conditions). Each and every progress payment is subject to a 5% retainage, such that CONTRACTOR is only paid 95% of the approved amount in each application for payment.

5.1.2 For Bonded Projects, upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ORDA shall determine, or ORDA may withhold, in accordance with the General Conditions.

5.1.3 For non-Bonded Projects, prior to Substantial Completion payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ORDA shall determine, or ORDA may withhold, in accordance with the General Conditions. Each and every progress payment is subject to a 10% retainage, such that CONTRACTOR is only paid 90% of the approved amount in each application for payment.

5.1.4 For non-Bonded Projects, upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ORDA shall determine, or ORDA may withhold, in accordance with the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with the General Conditions, ORDA shall pay the remainder of the Contract Price.

Article 6 CONTRACTOR'S REPRESENTATIONS

In order to induce ORDA to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addendum listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 CONTRACTOR is aware of the general nature of work to be performed by ORDA and others at the site that relates to the Work as indicated in the Contract Documents.

6.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.6 CONTRACTOR has given ORDA written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ORDA is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.7 CONTRACTOR agrees to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. 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. 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. CONTRACTOR specifically acknowledges and agrees that the foregoing includes all laws, ordinances, rules, regulations and lawful orders related to the COVID-19 pandemic and that the cost thereof is included in Contract Price.

Article 7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between ORDA and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement.
- 7.4 Notice to Proceed. (Issued Upon Contract Execution, receipt of Insurance and Bonds)
- 7.5 General Conditions.
- 7.6 Supplementary or Special Conditions.
- 7.7 Drawings and Specifications bearing the title:

Project Manual bearing the title:

PIN:

Project Name:

CIN:

Contract Name:

Dated:

Prepared by:

Contract Drawings bearing the title:

Dated:

Prepared By:

7.8 Addenda: #_, _____

7.9 Documentation submitted by CONTRACTOR prior to Notice of Award.

- 1) Bid Schedule, _____
- 2) OEPC-3, _____
- 3) OEPC 59P, _____
- 4) Addendum Acknowledgement, _____
- 5) Code of Business Ethics, _____
- 6) Certificate of Non-Collusion, _____
- 7) Procurement Lobbying Law, _____
- 8) EO177 Certification, _____
- 9) Affidavit – Workers’ Compensation, _____
- 10) Form of Bid Bond, _____
- 11) W-9, _____
- 12) Vendor Responsibility Questionnaire, _____
- 13) Updated M/WBE/SDVOB Utilization Plan, _____
- 14) Staffing Plan, _____

7.10 The following which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 8 INDEMNIFICATION

8.1 CONTRACTOR 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 Agreement or negligent or otherwise tortious acts, errors or omissions and/or willful misconduct of CONTRACTOR 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.

8.2 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, hold harmless and release ORDA, the State of New York, the record owner of the real property on which the Work is being performed, any public benefit corporation, railroad or public utility whose property or facilities are affected by the Work, 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 Agreement 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.

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

8.4 The obligation of CONTRACTOR to indemnify the Indemnified Parties (a) 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 CONTRACTOR, and (b) 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.

8.5 CONTRACTOR 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, ORDA 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.

8.6 The obligation of CONTRACTOR 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.

8.7 The provisions of this Article shall survive the expiration or termination of this Agreement.

Article 9 MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 ORDA and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon ORDA and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, ORDA and CONTRACTOR (an officer or principal of the corporation, partnership or sole proprietorship) have signed this Agreement in triplicate. One counterpart each has been delivered to ORDA, and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by ORDA and CONTRACTOR, or identified by ENGINEER on their behalf. This Agreement will be effective on ___ of MONTH in the year 20XX (which is the Effective Date of this Agreement).

ORDA

Michael Pratt, CEO/President

Date

CONTRACTOR

Signature

Printed Name

Title

Date

License number (if applicable): _____

STATE OF NEW YORK)
): ss.:
COUNTY OF ESSEX)

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared, Michael Pratt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their capacity, and that by her/his/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
): ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their capacity, and that by her/his/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



SITE ACCESS AGREEMENT SUB-CONTRACTOR

The Prime Contractor's _____
[Enter Name and Address of Prime 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".

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained within the Project Contract between the Owner and the Prime Contractor, the Sub-Contractor agrees 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 the 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. All work shall be completed according to all federal, state and local laws and with required licenses. Sub-Contractor specifically acknowledges and agrees that the foregoing includes all laws, ordinances, rules, regulations and lawful orders related to the COVID-19 pandemic.

The Sub-Contractor 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 the Work or negligent or otherwise tortious acts, errors or omissions and/or willful misconduct of the Sub-Contractor and its agents, consultants, sub-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.

To the fullest extent permitted by law, the Sub-Contractor shall defend, indemnify, hold harmless and release the Owner, the State of New York, the record owner of the real property on which the Work is being performed, any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, 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 the Work 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.

The obligation of the Sub-Contractor 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 the Sub-Contractor, 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.

The Sub-Contractor 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, the Owner 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.

The obligation of the Sub-Contractor 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. The provisions of this Agreement shall survive the expiration or termination of the agreement between the Prime Contractor and the Sub-Contractor.

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 by the Contract Documents between the Owner and the Prime Contractor.

The Sub-Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the Work at the 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.

It is mutually agreed between the parties that an Independent Contractor relationship is hereby established under the terms and conditions of the Contract Documents between the Owner and the Prime Contractor.

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

Print Name of Authorized Person of Sub-Contractor

Date: _____

Authorized Signature of Sub-Contractor

Title

Print Name of Authorized Person of Contractor

Date: _____

Authorized Signature of Prime Contractor

Title



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned Contractor ("Contractor") of payment from the Olympic Regional Development Authority ("ORDA") in the sum of \$ _____ (the "Payment"), this document shall become effective as to the following:

1. The Contractor hereby certifies that all bills and claims of every nature incurred by it for the period ending _____ ("Period End Date"), in connection with the Project have been paid and satisfied and/or will be fully paid and satisfied from the Payment.
2. The Contractor, for and in consideration and on receipt of the Payment, as payment less retainage for all labor, equipment, materials, services, fixtures, apparatus or machinery furnished or work performed for the Project by the Contractor through the Period End Date, does hereby waive and release any and all lien or claim or right of lien under the statutes of the State of New York relating to liens and the Project, and on the monies or other considerations due or to become due from ORDA, on account of all labor, equipment, materials, services, fixtures, apparatus or machinery furnished or work performed for the Project by the Contractor through the Period End Date.
3. The Contractor agrees to indemnify and hold ORDA harmless from all costs and damages including, but not limited to, reasonable attorneys' fees, concerning or relating to claims, actions and/or liens filed by subcontractors, sub-subcontractors, suppliers and/or laborers on account of labor, equipment, materials, services, fixtures, apparatus or machinery furnished or work performed by them for the Project directly or indirectly to the Contractor through the Period End Date, and to defend all actions arising therefrom, paying any costs, expenses and fees incident thereto, including reasonable attorneys' fees, costs and expenses.

IN WITNESS WHEREOF, the Contractor has caused this Conditional Waiver and Release Upon Progress Payment to be executed by one of its duly authorized officers.

Print Name of Company: _____

Signature of Officer: _____

Print Name of Officer: _____

Print Title: _____

Date: _____

[Acknowledgment on following page]

Olympic Regional Development Authority

00 54 01

Page 1 of 2

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20____, before me, the undersigned personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that the undersigned executed the same in the undersigned's capacity(ies), and that by signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking Acknowledgment



WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned Contractor ("Contractor") of payment from the Olympic Regional Development Authority ("ORDA") in the sum of \$_____ (the "Payment"), this document shall become effective as to the following:

1. The Contractor hereby certifies that all bills and claims of every nature incurred by it in connection with the Project have been paid and satisfied and/or will be fully paid and satisfied from the Payment.
2. The Contractor hereby certifies that the Contract Price for the Project is in the total amount of \$_____, including change orders.
3. The Contractor, for and in consideration of the amounts and sums previously received, and the Payment, as full and final payment for all labor, equipment, materials, services, fixtures, apparatus or machinery furnished or work performed for the Project by the Contractor, does hereby (a) waive and release any and all lien or claim or right of lien under the statutes of the State of New York relating to liens and the Project, and on the monies or other considerations due or to become due from ORDA, on account of all labor, equipment, materials, services, fixtures, apparatus or machinery furnished or work performed for the Project by the Contractor, and (b) release and discharge ORDA from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which, against ORDA the Contractor and its successors and/or assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Waiver and Release Upon Final Payment.
4. The Contractor agrees to indemnify and hold ORDA harmless from all costs and damages including, but not limited to, reasonable attorneys' fees, concerning or relating to claims, actions and/or liens filed by subcontractors, sub-subcontractors, suppliers and/or laborers on account of labor, equipment, materials, services, fixtures, apparatus or machinery furnished or work performed by them for the Project directly or indirectly to the Contractor, and to defend all actions arising therefrom, paying any costs, expenses and fees incident thereto, including reasonable attorneys' fees, costs and expenses.

[Signature and acknowledgment on following page]

Olympic Regional Development Authority

00 54 02

Page 1 of 2

IN WITNESS WHEREOF, the Contractor has caused this Waiver and Release Upon Final Payment to be executed by one of its duly authorized officers.

Print Name of Company: _____

Signature of Officer: _____

Print Name of Officer: _____

Print Title: _____

Date: _____

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20____, before me, the undersigned personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that the undersigned executed the same in the undersigned's capacity(ies), and that by signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking Acknowledgment

Olympic Regional Development Authority

Code of Business Ethics – Certification

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

A. Ethics Programs

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

B. Conduct of Authority Employees

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

C. Limits on Gifts to Authority Employees

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

D. Employing Relatives of Authority Employees

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

E. Hiring Former Authority Employees

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

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

F. Certification

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

(Officer’s Signature)

(Date)

Firm’s Legal Name: _____

Print Officer’s Name: _____

Title: _____

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

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

By: _____
Signature

Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Certificate of Non-Collusion
Individual

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

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

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

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

Individual

STATE OF)
) ss:
COUNTY OF)

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

Notary Public

Certificate of Non-Collusion
Partnership

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

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

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

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

Partnership

Partner

STATE OF)
) ss:
COUNTY OF)

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

Notary Public

Certificate of Non-Collusion
Corporation

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

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

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

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

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

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

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

Corporation

Signature and Title of Signer

STATE OF _____)

COUNTY OF _____) ss:

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.

PLANROOM COPY - NOT FOR BIDDING

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 ►

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
New York State Olympic Regional Development Authority

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - THE CONTRACT DOCUMENTS and ITEMS PRECEDENT TO AWARD

- 1.1 The Contract Documents consist of the Agreement, the Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications which include Divisions 0 and 1 and all Technical Sections, Addenda issued prior to the receipt of bids and all subsequent modifications and changes issued pursuant to the General Conditions.
- 1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral including the bidding documents.
- 1.3 The Contract may not be modified except in accordance with the General Conditions.
- 1.4 The project is designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Contractor deviate from the Contract Documents except as provided for in the Contract. The Contractor shall notify the State of any deviations or conflicts observed that may violate the Building Codes.
- 1.5 The following documents shall be distributed as required:
- 1.5.1 When the Contractor delivers the executed Agreements to ORDA, the Contractor shall also deliver to ORDA such Bonds as the Contractor may be required to furnish in accordance with these General Conditions.
- 1.5.1 ORDA shall furnish to the Contractor one (1) hard copy of the Contract Documents. Any other copies as are reasonably necessary for the execution of the Work will be the responsibility of the Contractor to reproduce.
- 1.5.2 Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) the Contractor shall submit to OWNER for review:
- 1.5.2.1 a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
- 1.5.2.2 a preliminary Schedule of Submittals, includes Shop Drawings and Sample which will list each required submittal and the times for submitting, reviewing and processing such submittal;
- 1.5.2.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- 1.5.3 Within twenty (20) days after the Contract Times start to run, but before any Work at the site is started, a conference attended by the Contractor, ORDA and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 1.5.2.3, procedures for handling Shop Drawings, and other submittals, processing Applications for Payment and maintaining required records.
- 1.5.4 Before any Work at the site is started, the Contractor and ORDA shall each deliver to the other, with copies to each Additional Insured identified in Division 0 and Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which the Contractor and ORDA respectively are required to purchase and maintain in accordance with Division 0 and Supplementary Conditions.

- 1.6 Reuse of Documents: The Contractor and any subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with ORDA (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Consultant or the Consultant's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of ORDA and the Consultant and specific written verification or adaption by the Consultant.

ARTICLE 2 - DEFINITIONS

- 2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.
- 2.2 The term "Agency" means the officer, board, department, commission, authority, fund or public benefit corporation executing the Agreement.
- 2.3 The term "Commissioner" means the Commissioner of the New York State Office of General Services.
- 2.4 The term "Comptroller" means the Comptroller of the State of New York.
- 2.5 The term "Contracting Officer" means the President/CEO for the Olympic Regional Development Authority, or his representative designated in writing.
- 2.5.1 The term "Contracting Agency" means the New York State Olympic Regional Development Authority (ORDA).
- 2.6 The term "Contractor" means the person, firm or corporation executing the Agreement or the successor or assignee of the Contractor approved in writing by the Contracting Officer. If the text requires, the term includes the person, firm or corporation executing any Agreement in furtherance of the Project or the successors or assigns approved in writing by the Contracting Officer.
- 2.7 The term "Consultant" means the design professional responsible for the design of the Project.

- 2.8 The term "days" means calendar days.
- 2.9 The term "Director" means ORDA's Director of Environmental, Planning and Construction, who will have general direction and supervision of the Work.
- 2.10 The term "Director's Representative" means the employee or agent of the office 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.
- 2.11 The term "Director's Project Manager" means the employee of the office Environmental, Planning and Construction who has been appointed by the Director to manage the day to day tasks of the project team. Under the general supervision of the Director, the Director's Project Manager shall have charge of the project design team and the Director's Representative.
- 2.12 Field Order / Work Change Directive – A written directive to the Contractor issued on or after the Effective Date of the Agreement and signed by the Director, ordering an addition, deletion or revision in the Work, or responding to emergencies under paragraph 25.10. A Field Order / Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Field Order / Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Article 10.
- 2.13 The term "liquidated damages" means the amount of money to be assessed against the Contractor for delay in physical completion of the Work.
- 2.14 The term Office of Environmental, Planning and Construction (OEPC) shall mean the Department of ORDA responsible general direction and supervision of the Work.

- 2.15 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.
- 2.16 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.
- 2.17 The term “President/CEO” shall mean the President/CEO of the Olympic Regional Development Authority.
- 2.18 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.
- 2.19 The term “Project” means Work at the same Site carried out pursuant to one or more sets of Contract Documents.
- 2.20 The term “provide” means furnish and install complete, in place and ready for operation and use.
- 2.21 The term “sample” means physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard which the Contractor is required to meet and to show the quality, type, range of color, finish, and texture of the material intended to be furnished for the Work.
- 2.22 The term “shop drawing” means an original drawing prepared by the Contractor or a subcontractor, supplier or distributor which illustrates some portion of the Work showing fabrication, layout, fitting or erection details.
- 2.23 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.
- 2.24 The term “State” means the State of New York.
- 2.25 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.
- 2.26 The term “Work” means all that which is required of the Contractor by the Contract Documents including labor, materials, tools and equipment.
- 2.27 The term “offerer” shall mean the individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.
- 2.28 The term “ORDA” shall mean the Olympic Regional Development Authority and the term “Owner” shall mean ORDA.
- 2.29 The terms “Written Notice” shall mean the individual or entity shall either hand deliver the notice to the person identified to receive such notice or shall be sent via US Mail or other applicable methods which shall require a return receipt.
- 2.30 Individually, the term “Indemnified Party” and collectively, the term “Indemnified Parties” shall mean ORDA, the State of New York, each Additional Insured identified in Division 0 and Supplementary Conditions, the record owner of the real property on which the Work is being performed, any public benefit corporation, railroad or public utility whose property or facilities are affected by the Work, and/or their respective affiliates, members, partners, directors, officers, employees, consultants, contractors and/or agents.
- 2.31 The term “Responsible Party” shall mean the Contractor 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.

ARTICLE 3 - INTERPRETATION OF CONTRACT DOCUMENTS

- 3.1 The Contract Documents are complementary, such that what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.
- 3.2 Upon the Contractor’s written request, the Director’s Representative may issue written interpretation or drawings necessary for the proper execution or progress of the Work which interpretation shall be consistent with and reasonably inferable from the Contract

Documents.

- 3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.
- 3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
- 3.5 In the event of conflicting provisions in the Contract Documents, the drawings will take precedence over the specifications.
- 3.6 In the event of conflicting provisions within the drawings, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the more stringent will take precedence over the less stringent; if not resolved, the more expensive item will take precedence over the less 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 more stringent will take precedence over the less stringent; if not resolved, the more expensive item will take precedence over the less expensive.
- 3.8 If during the performance of the work, the Contractor identifies a conflict in the Contract Documents, the Contractor shall promptly notify the Director's Representative in writing of the conflict and advise as to the course of action the Contractor proposes to follow. The Director's Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

ARTICLE 4 - SUBMITTALS

- 4.1 The Contractor and the Director shall adhere to the submittal and scheduling requirements specified in Division 01 - General Requirements.
- 4.2 The Contractor shall approve all submittals before submitting them. By such approval, the Contractor represents that it has determined and

verified field measurements, field construction criteria, materials, catalog numbers, and similar data and that it has checked and coordinated shop drawings, product data and samples with the requirements of the Contract Documents and that it has verified the completeness, correctness, and accuracy of the submittal.

- 4.3 The Director's review of shop drawings, product data and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director of any anticipated deviation in accordance with Division 1 at the time of submission. Written approval of the specific deviations as outlined on the request form shall be required. The Director's review process shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.
- 4.4 Portions of the Work requiring shop drawings, product data, quality assurance information, or sample submittals shall not be commenced until the appropriate submittals have been reviewed by the Director.
- 4.5 The Contractor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Contractor's operations and proposed operations upon the Project all in accordance with Division 01 - General Requirements.
- 4.6 During the term of this Project, the Director may require any Contractor to modify any schedules which it has submitted either before or after they are approved so that the Work of any contract in furtherance of the Project may be properly progressed and so that changes in the Work or the work of related contracts is properly reflected in the schedules.
- 4.7 Where indicated under the specific submittal requirements of the specifications, a re-evaluation fee of \$250.00 may be assessed against the Contractor for each re-evaluation required of any submittal package that is deemed incomplete, or lacking appropriate content or required format as required by the individual specification section.

ARTICLE 5 - MATERIALS AND LABOR

- 5.1 All materials, equipment and articles used permanently in the Work which become the property of ORDA 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 ORDA. If asbestos is found in installed products not previously approved by ORDA, it will be the responsibility of the Contractor to abate the asbestos containing material and replace the work with new asbestos free materials in compliance with the requirements of the Contract at no cost to ORDA.

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

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

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

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

5.3.4 Where optional materials or methods are specified, or where "or equal" submissions are approved, the

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

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

5.5 The Contractor shall develop a schedule to complete the Work at the site during the working hours which are in the best interest of ORDA and avoid overtime work or the performance of Work on Saturday, Sunday or any legal holidays.

5.6 This project is exempt from sales and compensating use taxes on materials incorporated into the work. The Contractor is responsible for obtaining the appropriate waivers for use with their suppliers and subcontractors and all other such parties.

5.7 The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

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

6.1.1 For contracts valued up to \$500,000, the Contractor shall provide a supervisor

- for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work.
- 6.1.2 For contracts valued from \$500,000 to \$2,000,000, the Contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct and schedule the Work, shall attend all project meetings, shall coordinate the Work of subcontractors, and make purchase and cost decisions on behalf of the Contractor.
- 6.1.3 For contracts valued from \$2,000,001 to \$5,000,000, the Contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Contractor shall also provide a Project Manager who shall attend project meetings, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. The Contractor shall provide required information to the Director's Representative for the Project Schedule.
- 6.1.4 For contracts valued from \$5,000,001 to \$10,000,00, the Contractor shall provide a Project Manager and Superintendent for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.
- 6.1.5 For contracts valued for more than \$10,000,000, the Contractor shall provide a Project Manager and Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.
- 6.2 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.
- 6.3 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and Minority/Women Owned

Business Enterprises Status. Each request for approval of a subcontractor whose subcontract will be valued at \$100,000.00 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

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

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

ARTICLE 7 - USE OF PREMISES

7.1 If the Premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.

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

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

ARTICLE 8 - LAWS, PERMITS AND COMPLIANCE

8.1 The Contractor shall fully comply with all permits, laws, rules and regulations applicable to the Work at no additional cost to ORDA.

8.2 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees at applicable to the Work at no additional cost. In the event that the permit(s) and/or licenses legally required for the Work are secured before the start of Work, the Contractor shall give all notices, if required, maintain in accordance with the conditions of the

permit(s) and/or licenses at no additional cost to ORDA.

8.3 The Contractor shall become fully familiar with all permits, laws, rules and regulations applicable to the Work and shall comply as per required per 8.1 and 8.2.

ARTICLE 9 - INSPECTION AND ACCEPTANCE

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

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

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

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

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

- 9.5.1 The Contractor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.
- 9.5.2 The Contractor shall be back-charged with any cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection, or for deficient work that shall require re-testing and/or inspection.
- 9.5.3 ORDA shall be responsible for the cost of all testing for required Special Inspections. The Contractor shall be responsible for scheduling and access for testing agency. A minimum of forty-eight (48) hours' notice shall be required for all testing required for Special Inspections unless other arrangements have been made with the Director's Representative.
- 9.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Contractor shall be compensated for the additional services involved in such examination and reconstruction by change order and, if completion of the Work has been delayed thereby, shall receive a suitable extension of time.
- 9.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents.
- 9.8 The Contractor shall remedy all defects, paying the cost of any damage to other work or property of ORDA resulting there from, which shall appear within a period of one (1) year from the date of physical completion.
- 9.9 The Contractor warrants that Product(s)

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

- 9.9.1 Where the Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to, the failure or untimely performance of such services.
- 9.9.2 This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

ARTICLE 10 - CHANGE ORDERS

- 10.1 ORDA may make changes by altering, adding to or deleting from the Work. The issuance of Field Orders / Work Change Directives may be used to communicate these changes. ORDA shall adjust the Contract Price accordingly with a Change Order. All changed work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the Change Order. Any change in the

Contract Price or time for completion of the work described in the Change Order shall be contained in the Change Order. Any change in schedule resulting from a Change Order will be issued in accordance with the provisions of Paragraphs 4.6 and 13.5 of these General Conditions. If the work described in the Change Order impacts the Substantial Completion Date, the Contractor must notify the Director's Representative or their designated representative in writing within fifteen (15) days of the approval of the Change Order. The notification shall include the facts and justification for the time adjustment request and a Time Impact Analysis.

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

10.3 If the Contractor is required to perform work for which the Contractor believes it is entitled to a Change Order, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such

work. The Contractor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Contractor shall maintain complete cost records including but not limited to time and payroll records, material invoices and delivery tickets, equipment rental and purchase invoices for itself and all subcontractors, suppliers and materialmen when the Contractor performs work which the Contractor believes is extra or additional work. Failure to maintain such records shall waive any right to extra and additional costs beyond those costs supported by actual cost records.

10.4 The Director shall determine the value of any Change Order by one or more of the methods provided in Division 01 - General Requirements.

10.5 Irrespective of the method used or to be used by ORDA in determining the value of a Change Order, the Contractor shall after receipt of a request, promptly, but no later than thirty (30) days, submit to ORDA a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. ORDA shall promptly respond to such submission.

10.5.1 The Contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The Contractor shall respond no later than fifteen (15) calendar days from the date of a "request for proposal" from the Director's Representative. If the contractor believes additional time is required to prepare and submit a responsive proposal, a justification and proposed response duration must be submitted to the Director's Representative or his designated representative within ten (10) days from the date of a "request for proposal". If approved, the 10-day requirement will be extended as ORDA may deem appropriate. Should the Contractor fail to respond or fail to submit the required cost proposal within the 15-day requirement, ORDA shall determine a fair market value for the work proposed and will issue a Change Order or Field Order. The Contractor, by failing to respond to a request for proposal or provide an acceptable and responsive cost proposal, waives any claim or

rights to any extra and or additional costs as may be determined by the Contracting Officer.

- 10.6 Unless otherwise specifically provided for in a Change Order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.
- 10.7 No Change Order or Field Order which creates a liability on ORDA shall be binding unless approved by the Contracting Officer.

ARTICLE 11 - SITE CONDITIONS

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

ARTICLE 12 - SUSPENSION OF WORK

- 12.1 The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director may determine.
- 12.2 Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
- 12.3 The Contractor specifically agrees that a suspension, interruption or delay of the

performance of the Work pursuant to this Article for a period or periods not exceeding thirty (30) days in total shall not increase the cost of performance of the Work of this Contract other than costs directly related to demobilization and remobilization for the Work, temporary services costs, equipment rental which cannot be practically suspended and temporary protection measures which are unusual but necessary.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

- 13.1 All time limits stated in the Contract are of the essence of the Contract.
- 13.1.1 The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the sixtieth (6th) day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.
- 13.1.2 Starting the Work: The Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run.
- 13.1.3 Time is of the essence for the Contractor's obligation in this Contract. The Contractor shall carry on said Work promptly, efficiently and in a manner that will not cause delay in the progress of the Work or the work of other contractors. If, in the opinion of ORDA, the Contractor falls behind in the progress of the Work, ORDA may direct the Contractor to take such steps as ORDA deems necessary to improve the rate of progress, including, without limitation, requiring the Contractor to increase the number of shifts, personnel, plants, or proceed with other remedies and to submit to ORDA for ORDA's approval a schedule demonstrating the manner in which the required rate of progress will be attained, without additional

cost to ORDA. ORDA may require the Contractor to perform portions of the Work, in what would appear to be out of sequence, in order to conform to the Project Schedule.

conditions of the Contract or to the designee authorized in writing by the surety upon acceptance of the Surety's completion plan pursuant to Appendix B.

13.2 Termination for Cause.

- 13.2.1 If in the judgment of the Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or is failing to complete the Work within the time provided by the Contract, the Contracting Officer may terminate the Contract by written notice. In such event, the Director shall order the surety to complete the Work.
- 13.2.2 If it is determined after the award of the Contract that there exists any cause of so serious or compelling a nature, including but not limited to, submission to a contracting agency of a false or misleading statement on a NYS Vendor Responsibility Questionnaire, or in some other form in connection with a bid for or award of this or any other contract or a request for approval of a subcontractor, that it raises questions about the present responsibility of a contractor or subcontractor, the 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.
- 13.2.3 The Director will notify the Contractor and Surety that ORDA is considering declaring the Contractor in default and will arrange a hearing with the Contractor and the Surety to discuss methods of performing and completing the contract work.
- 13.2.4 If ORDA formally declares the Contractor in default, ORDA will demand upon the Surety to complete any and all remaining Work pursuant to the terms of the Contract and the Surety Takeover Guidelines incorporated as Appendix B. The Surety may undertake to perform and complete the Work itself, through its agents or through independent contractors approved by ORDA. ORDA will agree to pay the balance of the Contract price to the Surety in accordance with the terms and

- 13.2.5 The surety agrees to complete any investigation into the default of the Contractor and advise the Director as to its intended course of action within ten (10) days of receipt of the written notice of default. That notice will detail the underlying reasons for the default and provide pertinent documentation including the surety takeover guidelines of the Contracting Officer. Any request by a surety for execution of a takeover agreement, shall be delivered to the Contracting Officer for consideration, within the same ten day period. No changes in the terms and conditions of the Contract will be considered. All rights remedies and defenses of the parties are reserved and no rights, remedies or defenses of the parties are waived, by virtue of the Surety's agreement to assume contract performance under the bond
- 13.2.6 The Surety may elect to forfeit the remaining penal sum of the Performance Bond within twenty (20) days of notification of default by ORDA, with no additional penalties imposed, upon the execution of a release prepared by ORDA. ORDA will determine the value of the remaining Work based upon its investigation of the Work in place against payments previously authorized. As soon as practical the Surety will tender payment therefore to ORDA.
- 13.2.7 If the surety fails or refuses to complete the Work within twenty-five (25) days of the notification of the Contractor's default, or if the Surety fails or refuses to complete the work within the time frames allotted by ORDA, ORDA may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to ORDA resulting from the

failure or refusal to complete the Work in accordance with the Contract or the failure to complete the Work within the time provided by the Contract.

13.2.8 Should the Surety fail to commence the work, the Director will notify the Surety that ORDA 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 ORDA to let a Contract for the remaining Work after the 21st day of the demand upon the Surety to complete the Work pursuant to the terms and conditions of the Contract and the Performance Bond filed with the ORDA.

13.2.9 Upon termination, ORDA shall have the right to exclude the Contractor from the Site and take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which ORDA has paid the Contractor but which are stored elsewhere, and finish the Work as ORDA may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by ORDA arising out of or resulting from completing the Work, such excess will be paid to the Contractor. If such claims, costs, losses and damages exceed such unpaid balance, the Contractor shall pay the difference to ORDA. Such claims, costs, losses and damages incurred by ORDA shall be reasonable provided that when exercising any rights or remedies under this section ORDA shall not be required to obtain the lowest price for the Work performed. ORDA's rights under this section shall not be in contravention of, but shall be in addition to, any and all rights ORDA has as against the Surety.

13.3 The amount of Liquidated Damages shall be the product of \$1,000.00 times the number of days

of delay in physical completion of the Work. Upon the assessment of such damages, ORDA may withhold the sum of the damages contemplated from payments to avoid an overpayment to any firm where damages would apply.

13.3.1 If the Director terminates the Contract, damages shall consist of liquidated damages, if any, until the Work is physically completed, plus any and all costs incurred by ORDA in completing the Work.

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

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

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

13.4.2 The Contractor notifies the Director in writing of the causes of delay within ten (10) days from when the Contractor knew or ought to have known of any such delay.

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

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

issued pursuant to Article 14.

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

13.8 ORDA 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, ORDA 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 THE CONTRACTOR FOR THE CONVENIENCE OF ORDA

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

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

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

14.1.3 An amount determined by adding to the amount of the costs under 14.1.1 above a sum equal to 20% (comprised of 10% overhead and 10% profit) thereof, provided, however, that if it appears that the Contractor would have

sustained a documentable loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article to reflect the indicated rate of loss.

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

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

ARTICLE 15 - DISPUTES

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

15.2 The Contractor must request such decision in writing by certified mail no more than fifteen (15) days after the Contractor knew or ought to have known of the facts which are the basis of the dispute or disagreement. Such writing shall identify the nature of the dispute or disagreement; identify the person who rendered the decision or interpretation involved and the date of the decision or interpretation with which the Contractor disputes or disagrees, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute or disagreement; and identify the relief sought.

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

15.4 The Contractor agrees that the decision of the 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 § 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.
- 16.1.1. The Contractor is directed to the MWBE Requirements Section of Division 0 Bidding and Contract Requirements.
- 16.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.
- 16.3 The Contractor agrees, as a material condition of this Contract, to be bound by the provisions of § 316 of Article 15-A of the Executive Law of the State of New York which relates to the resolution of disputes which may arise under this Article.
- 16.4 The Contractor agrees to include the provisions of Paragraphs 16.2 and 16.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.
- 16.5 The Regulations referred to in Paragraph 16.1 of these General Conditions require, among other things, that a bidder or proposer for a State contract submit a utilization plan which shall identify certified Minority or Women Owned

Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.

- 16.5.1 Pursuant to the Regulations: (1) the Commissioner may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Commissioner may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and (5) the Commissioner may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Commissioner and taking into consideration all the criteria set forth in § 313 of the Executive Law.
- 16.5.2 The Contractor is referred to the entirety of the provisions of § 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

ARTICLE 17 - COORDINATION OF SEPARATE CONTRACTS

- 17.1 ORDA may award other contracts which affect the Work of this Contract. In that event, the Contractor shall coordinate the Work with the work of other contractors in such manner as ORDA may direct. Each contractor shall control

and coordinate the work of its subcontractors, if any. ORDA 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.

17.1.1. ORDA may self-perform work related to the Project at the Site by its own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then; (i) written notice thereof will be given to the Contractor prior to starting any such other work, and (ii) the Contractor may make a claim therefore as provided in Articles 11 and 12 if the Contractor believes that such performance will involve additional expense to the Contractor or requires additional time and the parties are unable to agree as to the amount or extent thereof.

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

17.3 The Director's Representative shall issue appropriate directions and take such other measures to coordinate and progress the Work as may be reserved to ORDA 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, ORDA does not guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by ORDA and delays attendant upon any ORDA-approved construction schedule.

17.5 ORDA shall not be liable for delays which occur by reason of any contractor's failure to comply

with directions of ORDA or because of the neglect, failure or inability of any contractor to perform its work efficiently.

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

17.7 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with ORDA for the performance of work upon the Site which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall have no claim against ORDA for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

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

ARTICLE 17A - DELAYS

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

17A.2 The Contractor agrees to make claim only for additional costs as defined in Document 01 20 00, Section 1.01, paragraph L, from causes listed below, attributable to delay in the performance of this Contract, occasioned by any act or omission to act by ORDA or any of its representatives. The Contractor also agrees that delay from any other cause shall be compensated for solely by an extension of time to complete the performance of the Work.

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

Work unless coordination is assigned to the Contractor or another contractor to whom a contract was awarded which affects the Work of this Contract

17A.2.2 Extended delays attributable to ORDA in the review or issuance of Change Orders or Field Orders / Work Change Directives, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple orders on contract, which constitute a qualitative change to the Work and which have a verifiable impact on Project costs.

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

17A.2.4 The issuance by the Director of a stop work order relative to a substantial portion of the Work for a period exceeding thirty (30) days.

17A.3 The Contractor shall provide "notice of claim" of an anticipated claim for delay to the Contracting Officer by personal service or certified mail no more than fifteen (15) days after the Contractor knew or ought to have known of the facts which form the basis of the claim. The Contracting Officer shall acknowledge receipt of the Contractor's notice, in writing, within five (5) days. The Contractor agrees that ORDA shall have no liability for any damages which accrue more than fifteen (15) days prior to the delivery or mailing of the required notice. The notice shall at a minimum provide a description of any operations that were, are being, or will be delayed, the date(s) and reasons for the delay, and, to the extent known, the information required by Paragraph 17A.6 of these General Conditions. In no case, shall oral notice constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. In no case, shall written notice to the Director's Representative or any other individual other than the Contracting Officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. The Contracting Officer is located at the following location:

Olympic Regional Development Authority
Olympic Center
2634 Main Street
Lake Placid, NY 12946

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

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

17A.6 REQUIRED CONTENT OF CLAIM SUBMISSION.

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

- a. A description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.
- b. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.
- c. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are claimed to be adversely affected including the report and conclusions of all engineering and scheduling experts or other consultants, if any.
- d. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

- e. A copy of the approved project schedule and a copy of the “notice of claim” required for the specific claim by Paragraph 17A.3 of these General Conditions.
- f. To the extent known, the name, function, and activity of each ORDA official, employee or agent, involved in, or knowledgeable about facts that gave rise to such claim.
- g. The name, function, and activity of each contractor or subcontractor officer, or employee, involved in, or knowledgeable about facts that gave rise to such claim.
- h. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.
- i. The amount of additional compensation sought and a breakdown of that amount into the categories specified in Division 01 - General Requirements.
- j. If an extension of time is also requested, the specific number of days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

or general partner of the Contractor having overall responsibility for the conduct of the Contractor’s affairs.

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

17A.7 REQUIRED CERTIFICATION OF CLAIMS.

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

- a. That supporting data is accurate and complete to the Contractor’s best knowledge and belief; and
- b. That the amount of the claim and the claim itself accurately reflects what the Contractor in good faith believes to be ORDA’s liability.

17A.7.2 If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by a company official in charge of the Contractor’s operations pertaining to this Contract or an officer

ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Contractor shall faithfully perform and complete all of the Work required by the Contract, and 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 the Contract or negligent or otherwise tortious acts, errors or omissions and/or willful misconduct of any 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.

18.2 To the fullest extent permitted by law, the Contractor shall defend, indemnify, hold harmless and release 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 the Contract 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.

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

18.4 The obligation of the Contractor 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 the Contractor, 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.

- 18.5 The Contractor 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, ORDA 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.
- 18.6 The obligation of the Contractor 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.
- 18.7 The provisions of this Article shall survive the expiration or termination of the Contract.

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

- 19.1 Performance and Payment Bond:
The Contractor 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 the Contractor'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. ORDA shall receive revised Bonds or other evidence from the Surety when the value of the Project is increased by

Change Order and ORDA is charged for an increase in the rate of the Bond(s). If the Surety on any Bond furnished by the Contractor for the Project 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 this paragraph 19.1, the Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to ORDA.

- 19.2 Insurance:
Before commencing the Work and until the established Physical Completion date, all insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor, and the Contractor shall furnish to the Director a Certificate of Insurance in a form satisfactory to the Director 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 Director; 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 Director Officer at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, shall be addressed to:

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

- 19.2.1 The endorsement shall name the New York State Olympic Regional Development Authority / the People of the State of New York, their 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 Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required by the terms of this Contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.
- 19.2.3 The Contractor shall be solely responsible for the payment of all deductibles and Self-Insured Retentions.
- 19.2.4 Not less than thirty (30) days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the Contractor 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 Contractor: 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 Contractor 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 for Construction Contracts". 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 Contractor shall be liable for any and all damages and losses to the Project prior to ORDA's acceptance of the Project as fully completed except that the Contractor 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 (30) 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 Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than required by "ORDA's Insurance Requirements and Additional Insured for Construction Contracts", 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 ORDA or the State arising from the Contractor'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 for Construction Contracts."

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 Contractor may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverages 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 Contractor fail to provide or maintain any insurance required by law, the Contract will

be considered null and void. Further, no contractor is permitted to access the Project Site without providing proof of proper insurance to the Director or the Director's 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 ORDA shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given the Contractor for any cessation of such possession by ORDA. Such possession or use shall not be deemed an acceptance of any Work. While ORDA is in such possession, the Contractor, notwithstanding the provisions of Article 18 of the Contract, shall be relieved of the responsibility for loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by ORDA delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract Price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

20.2 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work, and termination or completion of the Agreement.

ARTICLE 21 - PAYMENT

21.1 The Contractor shall submit monthly, or at more frequent intervals if permitted in writing by the Contracting Officer, a requisition for a progress payment to the designated payment office for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims,

liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

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

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the Contractor shall submit no later than sixty (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 Contracting Officer is located at the following location:

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

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

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

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

responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

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

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

21.6 The final certificate letter will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes and claims relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered. The Contractor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer pursuant to Article 17A, within thirty (30) days of the issuance of the Physical Completion Report.

21.7 The final certificate letter will constitute the acceptance of the Work by ORDA, except as to

Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.

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

21.9 The Contractor is advised that consistent with Subdivision 3-a of § 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.

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

22.2 The above materials shall be made available at the respective offices of the Contractor, subcontractors, material-person or suppliers at all reasonable times for inspection, audit or reproduction until the expiration of six years from the date of the final certificate for the Contract.

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

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

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

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

ARTICLE 23 – LABOR LAW PROVISIONS

23.1 The Contractor shall post, in a location designated by ORDA 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 § 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 the worker is working, and all other notices which ORDA directs the Contractor to post. The contractor shall provide a surface for such notices which is satisfactory to ORDA. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

23.2 The Contractor shall distribute to each worker for this Contract a notice, in a form provided by ORDA, 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 the worker is working. Worker includes employees of the Contractor and all Subcontractors and all employees of Suppliers entering the Site. Such notice shall be distributed to each worker before the worker starts performing any Work of this Contract. At the time of distribution, the Contractor shall have each worker sign a statement, in a form provided by ORDA, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by Paragraph 23.3 of these General Conditions.

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

23.4 A contractor or subcontractor who is required under New York Labor Law § 220 to maintain transcripts of payroll records must submit to ORDA a transcript of the original payroll record within thirty (30) days of issuance of its first payroll and every thirty (30) days, thereafter. The copy of the payroll record must be subscribed and affirmed as true under penalty of perjury. The copy must include the contract number and should be directed to the Director's Representative at the job site. The Directors Representative is hereby designated as the individual responsible for the receipt, collection and review for authenticity of payroll records filed for this Contract, consistent with General Conditions Article 23.4, and subparagraphs (iii) and (iv) of New York Labor Law § 220.

23.5 In accordance with New York Labor Law §222-H, the Contractor agrees where the total cost of the Work to be performed under the Contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of this Contract on the public work site, either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

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

the department, of the telephone number and address for the department. The notice shall also inform each laborer, worker, or mechanic of their right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, the worker does not receive the proper prevailing rate of wages or supplements for their particular job classification that the worker is entitled to receive under the Contract.

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

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

24.2 New York State Finance Law

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

24.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless a

finding is made that the award of the Procurement Contract to the offerer is necessary to protect public property or public health safety, and that the offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The required forms to be completed by the offerer must be submitted to the Governmental Entity conducting the government procurement. The Governmental Entity will have included the disclosure request in its solicitation of proposals or bid documents or specifications of contract documents, as applicable, for procurement contracts.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 STANDARD CONTRACT TERMS: Appendix A, Standard Contract Terms, is attached hereto and is made a part of this Contract as if set forth herein. The terms and provisions contained in the Standard Contract Terms shall supersede all other Contract terms.

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

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

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

25.5 COMMENCEMENT OF ACTIONS: The time,

as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the completion of physical work. The Contractor may notify ORDA 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 (30) 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 ORDA, within thirty (30) days of receipt of such notice, notifies the Contractor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and addressed to:

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

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

25.6 WORKER'S COMPENSATION LAW: In accordance with New York State 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 ORDA 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 ORDA for a period of five (5) years from such conviction.

25.7 ENVIRONMENTAL CONSERVATION LAWS: The Contractor certifies and warrants that all heavy-duty vehicles, as defined in New York State Environmental Law (ECL) section 19-0323, to be used under this Contract, will

comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

25.8 REPORTING OF ILLEGAL ACTIVITY:

During the term of the contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Director at 518-302-5332, ORDA Legal Services at 518-302-5372, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Office of General Services, will be considered a material breach of the contract and may provide grounds for disqualification of the subject contractor or subcontractor for award of future contracts. The Contractor will include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each subcontractor as to work performed in connection with the State contract.

25.9 CONDITIONS PRECEDENT: The notice requirements set forth in these General Conditions are each a condition precedent to the Contractor's commencement of an action on the Contract.

25.10 EMERGENCIES: In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Director or the Director's Representative, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Director prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Director determines that a change in the Contract Documents is required because of the action taken by the Contractor in response to such an emergency, a Field Order / Work Change Directive or Change Order will be issued to document the consequences of such action.

25.11 GEOTECHNICAL DATA: Geotechnical Data/Subsurface Logs: Subsurface logs included in Contract Document are made on the dates indicated on the individual logs. Therefore, the observed water levels and/or conditions noted on the subsurface logs are as recorded at the time of exploration. Water levels and/or conditions may

vary considerably with time, according to the prevailing climate, rainfall, or other factors and are otherwise dependent on the duration of and method used in the explorations program. Sound engineering judgment is exercised in preparing the subsurface logs. The information is prepared and is intended for project design and estimate purposes only. Its presentation is for the purpose of providing intended users with access to the same information available to ORDA. Subsurface logs are presented in good faith and are not intended as a substitute for personal investigation, independent interpretations, or judgment of the bidders.

Geotechnical Reports: Geotechnical reports and information provided by ORDA are for information only. The opinions expressed in these reports are those of the geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by the geotechnical engineer. ORDA shall not be responsible for interpretations or conclusion drawn from their data. The contractor shall make additional test borings and conduct other exploratory operations as necessary for excavation support and protection design and construction.

25.12 REGIONAL WOOD AND STONE: The Contractor agrees, that if the value of this Contract exceeds \$100,000, all wood used in millwork (excluding factory assemblies) and decoctive / ornamental stone items to be incorporated in the Work of this Contract shall be harvested / mined from New York State natural resources unless written permission is provided otherwise by the Director.

25.13 ALLOWANCES: It is understood that the Contractor has included in the Contract Price all General, Cash and Field Order Allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to ORDA, the Contractor agrees that the allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

General Allowance: The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the allowance and no demand for additional payment or mark-up on account of any of the foregoing will be valid; and

Cash Allowance: The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment or mark-up on account of any of the foregoing will be valid; and

Field Order Allowance: It is understood that the Contractor has included in the Contract Price a Field Order Allowance. The Field Order Allowance shall be used only as directed by the Director's Representative for ORDA's purposes, and only by means of a Field Order which shall designate amounts to be charged to the Field Order Allowance. The Contractor's actual cost for the work can include all costs in accordance with Article 10, Change Orders.

The Contractor shall provide copies of all documentation including purchase orders, invoices, bids and all such items as requested by ORDA to substantiate the allowance purchase to support the final allowance amount.

Prior to final payment, an appropriate Change Order will be issued as recommended by the Director to reflect actual amounts due the Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

25.14 SAFETY PLAN POSTING: In addition to the posting requirements of Article 23, Part 23.1, the Contractor shall post a Safety Plan and shall post all other related and relevant documentation to comply with COVID-19 protocols.

25.15 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 the Project. 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.

25.16 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.

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

1. **Doing Business in New York**

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

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

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

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

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

4. **Comptroller Approval**

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

5. **Governing Law and Forum**

The Contract 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 the Contract will be maintained by and subject to a court of competent jurisdiction located in the State of New York. The Contractor 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 the Contract 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 the Contractor is not subject personally to the jurisdiction of the above-named court, that its property is exempt or immune from attachment or execution, and/or 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.

6. **Entire Agreement**

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

7. **Cancellation**

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

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

8. **Workers Compensation Benefits**

Pursuant to State Finance Law § 142, this Contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage, during the life of this Contract, for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

9. **Non-Discrimination Requirements**

In accordance with Executive Law Article 15 (also known as the Human Rights Law) and Article 15-A (also known as the MWBE Law), and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the

construction, alteration, or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin, discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability, discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person, per day, for any violation of Section 220-e or Section 239, as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

10. **Wage and Hours Provisions**

If this is a public work contract covered by Article 8 of the Labor Law, or a building service contract covered by Article 9 thereof, neither Contractor's/vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

11. **Non-Collusive Bidding Requirement**

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

12. **Set-Off Rights**

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

13. Force Majeure

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

14. Records

Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. As a Public Authority, the Olympic Regional Development Authority is subject to the provisions and requirements of Public Officer's Law Article 6 §§ 84-90, more commonly known as the Freedom of Information Law ("FOIL"). ORDA shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (1) Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (2) said records shall be sufficiently identified; and (3) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, ORDA's right to discovery in any pending or future litigation.

15. Identifying Information and Privacy Notification

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

(a) **PRIVACY NOTIFICATION.**

- i. The authority to request the above personal information from a seller of goods or services, or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to ORDA is mandatory. The principal purpose

for which the information is collected is to enable ORDA to identify individuals, businesses, and others who have been delinquent in filing tax returns, or may have understated their tax liabilities, and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

- ii. The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services, or lease the real or personal property covered by this Contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

16. Equal Employment Opportunities for Minorities and Women

In accordance with Article 15-A of the Executive Law and 5 NYCRR Part 143, if this Contract or any subcontract thereto, is: (1) a written agreement or amendment thereto, or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services (including but not limited to legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, to be performed for, rendered, or furnished to the contracting agency; (2) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon; or (3) a written agreement in excess of \$100,000.00 whereby the owner of a State-assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status; and
- (c) At the request of the contracting agency, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of Contractor's obligations herein.

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

17. **Conflicting Terms**

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

18. **Late Payment**

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

19. **No Arbitration**

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

20. **Service of Process**

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

21. **Prohibition on Purchase of Tropical Hardwoods**

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with

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

22. Iranian Energy Sector Divestment

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

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

During the term of the Contract, should ORDA receive information that a person (as defined in Public Authorities Law § 2879-c) is in violation of the above-referenced certifications, ORDA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then ORDA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Contractor in default.

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

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

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

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

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

A directory of certified minority- and women-owned business enterprises is available from:
NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
Telephone: 212-803-2414
Email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

Public Authorities Law § 2879 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State and ORDA.
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

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

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

24. Reciprocity and Sanctions Provisions

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

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

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

26. Procurement Lobbying

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement, Contractor certifies and affirms that all disclosures

made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, ORDA may terminate this Agreement by providing written notification to Contractor in accordance with the terms of this Agreement.

27. **Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors**

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

28. **Non-Assignment Clause**

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

29. **International Boycott Prohibition**

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

30. **MacBride Fair Employment Principles**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in

Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

31. **Letting of certain contracts involving steel products**

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

- (a) All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreements known as the "Automotive Products Trade Act of 1965" or any amendments thereto.
- (b) All contracts in excess of one hundred thousand dollars for the construction, reconstruction, alteration, repair, maintenance or improvement of public works shall require that all structural steel, reinforcing steel or other major steel items to be incorporated in the work of the Contract shall be produced or made in whole or substantial part in the United States, its territories or possessions.

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

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

33. **Diesel Emissions Reduction Act 2006**

In 2007, New York State passed legislation establishing the Diesel Emissions Reduction Act 2006 (DERA). This Act amended the Environmental Conservation Law (ECL) by adding Section

19-0323 which requires the use of best available retrofit technology (BART) and ultra low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, state agencies and state or regional public authorities. The Department has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on the Department's website at <http://www.dec.ny.gov/regs/2492.html>.

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

34. **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.

35. **Compliance with Consultant Disclosure Law**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental services, accounting, auditing, paralegal 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.

36. **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 the Contract, regardless of whether the original of the Contract is in existence.

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

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

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

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

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

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

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

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

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

Day 25-30 Submits proposed completion contractor, completion plan, and CPM as required, for approval by the ORDA.

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

Day 45 Surety begins the Completion of the Work.

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

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

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

END OF DOCUMENT

STATE OF NEW YORK
New York State Olympic Regional Development Authority

SUPPLEMENTARY CONDITIONS
ARTICLE 6 CONTRACTOR'S SUPERVISION

Add Paragraphs 6.6 through 6.20, inclusive, as follows:

Management, Supervision and Superintendence:

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

Labor, Materials and Equipment:

- 6.7. The Contractor shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours.
- 6.8. Unless otherwise specified in the Division 1 - General Requirements, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.9. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of ORDA. If required by the Consultant, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Concerning Subcontractors, Suppliers and Others:

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

or the Consultant of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of ORDA or the Consultant to reject defective Work.

- 6.10.3 Reasonable objection to a contractor shall include such considerations as safety record, whether they are currently in litigation with another state agency, labor law compliance, prior work history, including timeliness, compliance with technical specifications as well as being in compliance with all other requirements of the contract all subject to the Contractor's right to show cause at a hearing why a preferred sub/supplier should not be rejected.
- 6.11 The Contractor shall be fully responsible to ORDA and the Consultant for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between ORDA or the Consultant and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of ORDA or the Consultant pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and
- 6.11.1 The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor. The Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the Consultant through the Contractor.
- 6.12. The divisions and sections of the Specifications and the identifications of any drawings shall not control the Contractor in dividing the Work among Subcontractors Suppliers or delineating the Work to be performed by any specific trade.
- 6.13. All Work performed by a Subcontractor or Supplier to the Contractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of ORDA and the Consultant. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided pursuant to General Conditions Article 19, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against ORDA, the Contractor, the Consultant, the Consultant's consultants and all other Indemnified Parties for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers in any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, the Contractor will obtain the same.
- 6.14 Every Subcontractor shall complete and execute Document 00 52 01 - Sub-Contractor Site Access Agreement, with endorsement from the sponsoring Prime Contractor, including all stated requirements and submission, prior to working on the Site.

Use of Premises:

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

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

Safety Representative:

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

Hazard Communication Programs:

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

END OF DOCUMENT



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

DOCUMENT 00 73 05

SUPPLEMENTARY CONDITIONS - LIQUIDATED DAMAGES

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

ARTICLE 2 - DEFINITIONS

2.13 Delete this Paragraph in its entirety, substitute the following:

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

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

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

13.3 Liquidated Damages:

13.3.1 Should Contractor fail to substantially complete the Work within the time frame set forth in the contract, or as described in a subsequent Order(s) on Contract, the Director may assess Liquidated Damages for such failure in the amount of \$1,000.00 per day until such time as the Director determines that the Work is substantially complete as defined in Section 2.25 herein.

13.3.2 Should Contractor fail to achieve physical completion of the work within the time frame set forth in the contract, the Director may assess Liquidated Damages for such failure in the amount of \$1,000.00 per day until such time as the Director determines that the Work is physically complete as defined in Section 2.15 herein.

13.3.3 Liquidated Damages will be assessed not as a penalty, but as liquidated damages, provided, however, that due account shall be taken of any adjustment of the contract times as provided for in the contract. Notwithstanding the provisions of Article 21 herein, Contractor agrees that the Director may withhold the sum of the Liquidated Damages from payments to be made to Contractor. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way constitute a waiver on the part of ORDA of any of its rights under the contract. The Contractor is responsible and liable for said liquidated damages even in the event that the Contractor abandons the performance of the contract or the Contractor's employment is terminated pursuant to the provisions of this contract.

END OF DOCUMENT

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 Fax ext. 	
			Website	
Authorized Contact for this Questionnaire				
Name			Telephone Fax ext. 	
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> (<u>LLC</u> or <u>PLLC</u>)	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) ☐ <u>Other</u>	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> ? <i>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>.</i>			☐ Yes ☐ No
1.5 If the <u>Business Entity's</u> <u>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

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

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 <i>(enter N/A, if not applicable)</i> :			
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 (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	☐ Yes ☐ No ☐ Yes ☐ No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	☐ Yes ☐ No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	☐ Yes ☐ No

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

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

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

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

VIII. LEADERSHIP INTEGRITY

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

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

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any 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.

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 _____	\$ _____ -

DOCUMENT 00 73 24

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

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

ARTICLE 25 – MISCELLANEOUS PROVISIONS

Add a new Section 25.17 as follows:

25.17 Encouraging New York State Businesses

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

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

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

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

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

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

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

END OF DOCUMENT

Division 01 – General Requirements

PLANROOM COPY - NOT FOR BIDDING

SECTION 01 10 01
SUMMARY OF WORK - SINGLE PRIME CONTRACT

PART 1 GENERAL

1.1 DESCRIPTIONS

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

1.2 PROJECT INFORMATION

1. Project / Contract Identification:
 - i. PIN: GOR.21.001
 - ii. Project Name: North Creek Ski Bowl Lodge
 - iii. CIN: GOR.21.001.100
 - iv. Contract Name: Structural Steel Contract
2. Address: 79 Ski Bowl Rd., North Creek, NY 12853
3. Owner: NYS Olympic Regional Development Authority (ORDA)
4. Design Professional: AES Northeast Architecture, Engineering, and Land Surveying, PLLC.
5. Other Professional Consultants
 - i. Spring Line Design Architecture + Engineering, LLP – Structural Engineer
6. Construction Manager: Gilbane Building Company
 - i. Construction Manager has been engaged for this Contract to serve as an advisor to Owner and to provide assistance in administering the Contract as between the Owner, as the Director's Representative, and Contractor, according to a separate contract between Owner and Construction Manager.
6. Project Web Site: A project Web site (Procore) administered by Gilbane Building Company will be used for purposes of managing communication and documents during the construction stage.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

1. The title and location of the Work is printed on the cover of this Project Manual.
2. Type of Contract: Lump Sum
3. General Description of Contract: The Structural Steel contract for the ORDA North Creek Lodge at Gore Mountain Ski Bowl Area includes but not limited to all labor, materials, equipment and temporary facilities to provide:
 - a. Structural Steel
 - i. Cast in Place anchor bolts and base plates are to be supplied to others for installation
 - ii. Expansion and adhesive stud anchors and installation are included in this contract
 - b. Shop interior and exterior priming and painting or galvanizing and painting
 - c. Architecturally Exposed Structural Steel Framing.
 - d. Steel and Acoustical Decking and accessories
 - e. Steel Cabling around perimeter of building as required for fall protection

- f. Steel framing supporting Rooftop Equipment Screens
4. The following items depicted in the documents will be provided in other contracts and are shown for reference and coordination purposes only.
- Sitework
 - Concrete.
 - Installation of cast in place anchor bolts and base plates supplied by this contract.
 - Masonry.
 - Cold Form Metal Framing.
 - Metal Fabrications.
 - Fixed Sunscreens.
 - Metal Stairs.
 - Metal Ladders.
 - Metal Railings
 - Spray Applied Fireproofing
5. The Structural Steel contract is a component of the ORDA North Creek Lodge Project which consists of a new two story (18,256 Square Foot) building and related site development.
- Other portions of the project will be bid separately as related multiple prime contracts. The work of the Structural Steel contract and the other prime contracts are interrelated and will require close coordination. Contract documents for related multiple prime contracts will be provided prior to the commencement of work for coordination. Coordination with submittals developed during the related contracts will be required. It is fully incumbent on the bidder to coordinate their work with the work of the related multiple prime contracts. This is an integral part of the work and will not be considered grounds for extra compensation.
6. The completion of the work for Structural Steel Contract on schedule is critical to the other Contracts associated with the ORDA North Creek Lodge which are to be let at a later date. The completion of the Structural Steel and subsequent contracts are critical to the financial stability and success of ORDA and to the financial stability of the region. Therefore, the Structural Steel Contract has provisions for Liquidated Damages.
- Time is of the essence for this contract due to ORDA's operational obligations, financial responsibilities and the concurrent and related contracts.**
7. Site Maintenance is required and shall include but not be limited to removing snow and ice accumulations from erected structural steel and steel decking through substantial completion of the Structural Steel Contract.

1.4 PAY ITEMS

- Item No. 1 Base Bid: (Lump Sum) Contractor shall provide all labor, equipment, materials, temporary facilities, overhead and profit to provide the Structural Steel for the ORDA North Creek Lodge and final clean-up.
- Item No. 2 Allowance No. 1 - Field Order; Refer to Section 01 21 01 Allowances.

1.5 RELATED, CONCURRENT AND FUTURE CONTRACTS AND PROJECTS

- The project has several Related Contracts which required a level of coordination typical to Multiple Prime Contracts in accordance with New York State procurement law, Wicks Law. Coordinate the work with all projects, thru the Director's Representative, to avoid conflicts.
- The following contracts are related contracts, as part of GOR.21.001 North Creek Lodge Project, and will be taking place concurrently:
 - Contract No: GOR.21.001.101 Enabling Contract
 - Contract No: GOR.21.001.102 General Trades Contract (G) - To be Let
 - Contract No: GOR.21.001.103 Plumbing Contract (P) - To be Let.

- iv. Contract NO: GOR.21.001.104 Heating, Ventilation and Air Conditioning Contract (H) - To be Let.
 - v. Contract NO: GOR.21.001.105 Electrical Contract (E) - To be Let.
 - vi.
 - 3. The following project will be taking place concurrently:
 - i. Contract NO: GOR.21.001.106 Zip Line Adventure System Contract – To be Let.
 - ii. Contract NO: GOR.21.001.107 Medium Voltage Power Contract – To be Let.
 - iii. Contract NO: GOR.21.001.108 Ski Trail and Snowmaking Pipeline Contract – To be Let.
 - iv. Contract NO: GOR.21.001.109 Aerial Tramway System – High Speed Detachable Quad Contract – To be Let.
 - 4. The following project(s) may be let in the future during the performance of the contract presented in this Contract Manual: (none).
- 1.6 CONTRACTOR'S USE OF SITE AND PREMISES
- 1. Limit use of site and premises to designated staging areas, permitted haul road and location of Product purchased.
 - 2. Contractor is responsible for protection and safe keeping of all materials, products and equipment stored on the premises or incorporated into the Work until complete and acceptable to the Owner.
 - 3. Contractor will move any stored materials, products, or equipment that interferes with the operations of Owner or others, at no additional cost to the Owner.
- 1.7 OWNER SUPPLIED PRODUCTS AND/OR SERVICES (NOT USED)
- 1.8 OWNER OCCUPANCY
- 1. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
 - 2. Schedule the Work to accommodate Owner's work.
- 1.9 WORK COMPLETION
- 1. See Section 00 11 14 – Notice to Bidders, Schedule of Important Dates and Times for required completion dates.
- 1.10 NOVEL CORONAVIRUS
- 1. The work must be conducted in accordance with the Summary and Detailed Guidelines set forth at <http://forward.ny.gov/industries-reopening-phase#phaseone-construction>, including but not limited to: appropriate social distancing; compliance with personal protective equipment (PPE) and cleaning/disinfection requirement; and prohibiting non-essential visitors on the site.
 - 2. Inspections for compliance with these Guidelines will be conducted by ORDA's office of Environmental, Planning and Construction, under the same framework as other safety and regulatory compliance. The failure to follow protocols may result in "Stop Work Activity Notification" as per "Section 01 11 00 Safety, Part 1.05 Stop Work Activity Authorization" and shall not excuse the Contractor from meeting their contractual obligation of completion schedule.

PART 2 PRODUCTS

2.1 Owner Supplied

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

PLANROOM COPY - NOT FOR BIDDING

SECTION 01 11 00

SAFETY

PART 1 GENERAL

1.01 SUMMARY

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Summary of the Work: Section 01 10 01.
- B. Regulatory Requirements: Section 01 41 00.

1.03 DEFINITIONS, ABBREVIATIONS

- A. OSHA: Occupational Safety and Health Administration.
- B. BCNYS: Building Code of New York State.
- C. EBCNYS: Existing Building Code of New York State.
- D. FCNYS: Fire Code of New York State.
- E. NFPA: National Fire Protection Association.
- F. NEC: NFPA 70E.
- G. NYSDOH: New York State Department of Health

1.04 SUBMITTALS

- A. Provide a SITE SPECIFIC SAFETY PLAN no later than 15 days after approval of the Contract. The plan must include at a minimum:
 - 1. Cover page including Project Name/Location/Project Number/Contractor Name/Potential Start/Finish Dates.
 - 2. Complete Scope of work.
 - 3. Roles and Responsibilities page identifying Supervision, list of the names of all competent and/or qualified persons, including their qualifications, for each activity requiring a competent person i.e. excavations, scaffolding, rigging, fall protection, etc.
 - 4. A program for implementing appropriate PPE as specified in the High 5. Hazard Assessment detailed in Subparagraph 1.04 A.11 below.
 - 5. A program for assuring employees have proper work attire, i.e. substantial sole safety-toed footwear, long pants, shirts with minimum 4-inch sleeves, etc.

6. A 100% 6-foot conventional fall protection program which provides full body harnesses, lanyards (connectors), and anchorage points, or guardrails for all trades when working 6 feet above a lower level.
- a. Exception:
- 1) When the employer can demonstrate that it is infeasible or creates a greater hazard to utilize these systems, the employer shall develop and implement a Fall Protection Plan, which meets the requirements of paragraph (k) 1926.502. This plan must be approved before implementation by the applicable OEPC Regional Safety Manager.
 - 2) When working from portable ladders.
7. A program for raising employee awareness through the use of weekly Safety Talks (i.e. "Toolbox Talks" or "Tailgate Meetings") on topics related to upcoming/relevant work on the project. Contractor shall be required to verify that all employees on site participated in meeting, with documentation submitted to the Director's Representative.
8. Confined Space entry program and procedures for entry, when applicable.
9. A written Respirable Silica Protection Plan, including tasks for which employees could reasonably be expected to be exposed to harmful silica dust, and control methods that will be used to limit or eliminate exposure, as well as any PPE necessary to ensure protection.
10. Identify specific hazards related to this Project, and how employees will be protected from those hazards.
11. High Hazard Assessment's detailing procedures for all high hazard work activities including, but not limited to:
- a. All lifts involving cranes or material handling equipment.
 - b. Scaffolding where scaffold working deck is expected to be 10' or higher from a lower level.
 - c. Demolition.
 - d. Excavations where anticipated depth is 5 feet or more.
 - e. Hot work activities, which shall follow all applicable requirements stated in NFPA 51B.
 - f. Steel erection with specific fall protection requirements detailed.
 - g. Work at elevations, including roofing work.
 - h. Electrical work involving Lock Out - Tag Out (LOTO) procedures.
 - 1) High Hazard Assessments shall include a step-by-step breakdown of a given task, the hazards associated with each step, the controls that will be utilized to eliminate or minimize the hazards, and the PPE that will be used to protect from remaining hazards.
 - 2) All required certifications shall be provided for all applicable types of work with required training/certifications (i.e. Powder Actuated Tools, Aerial Lifts, Forklifts, Crane Operators License, etc.).
12. A project safety inspection program, with a minimum of one documented safety inspection per week, during the course of construction. Submit copies of all resultant inspection reports to the Director's Representative on a weekly basis.
13. A program for providing proper care for injured employees, including the name of the employee with First Aid/CPR certification who will be on site at all times during the course of construction, to include local hospital/medical facility locations and contact information.

14. Provide an Emergency Action and Evacuation Plan, including Fire Protection and Emergency Response, when applicable.
- a. Plan to include:
- 1) Procedures for reporting a fire or other emergency.
 - 2) Procedures for emergency evacuation, including type of evacuation and exit route assignments.
 - 3) Emergency Contact information.
 - 4) Procedures on how to alert workers of an emergency.
 - 5) Procedures to account for all employees after evacuation and muster/evacuation points.
 - 6) A list of all major fire hazards, to include type of fire protection equipment necessary to control hazard.
15. Health Related Safety Plan Section: Contractor shall post the Health Related Safety Section for full display and access as required by the General Conditions and as required to fulfil the obligations of this Section.
16. Novel Coronavirus
- 1) The Work must be conducted in accordance with any and all health and safety requirements relating to the COVID-19 pandemic issued by federal, state, county and local entities, including but not limited to ORDA, New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and guidance, and all other laws, rules, regulations or requirements that exist or may be issued and/or amended during the bidding and/or performance of Work on the Project.
 - 2) Inspections for compliance with these Guidelines will be conducted by ORDA's office of Environmental, Planning and Construction, under the same framework as other safety and regulatory compliance. The failure to follow protocols may result in "Stop Work Activity Notification" as per "Section 01 11 00 Safety, Part 1.05 Stop Work Activity Authorization" and shall not excuse the Contractor from meeting their contractual obligation of completion schedule.
- B. Provide safety orientation training for each employee prior to their starting work on site. This orientation shall include, but not be limited to: Fitness for Duty (drug and alcohol policies), training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, injury reporting and protocols, emergency evacuation and preferred medical providers, and HAZCOM (GHS Harmonization). Provide documentation of all safety orientation training for each new employee on the site, including all subcontractors, to the Director's Representative.
- C. Accident Reporting: The Director's Representative shall be immediately notified of any and all accidents. A copy of a written accident report shall be furnished to the Director's Representative within 24 hours of an incident.
1. After any incident on site resulting in an employee being injured or damage to property, a Post- Accident Review Investigation shall be held as soon as possible after any incident. As a minimum, this investigation will involve the injured person, his/her supervisor, the responsible project superintendent and/ or supervisor and the onsite safety supervisor. The contractor shall be responsible to provide a written Post-Accident Corrective Action Plan, which will detail immediate steps taken to correct any unsafe condition that led to injury/property damage, long-term actions to prevent repeat incidents from happening on the site,

and roles and responsibilities of individuals who will be implementing the corrective measures, which will be reviewed for effectiveness and continually monitored for implementation.

1.05 STOP WORK ACTIVITY AUTHORITY

- A. All ORDA Office of Environmental, Planning and Construction (OEPC) Representatives have the authority to stop a work activity that exposes any Contractor employees to potentially serious injury and/or illness. The responsible Contractor shall immediately cease work, perform an assessment of the activity that is exposing employees to any Immediately Dangerous to Life or Health (IDLH) conditions, and take action necessary to satisfactorily address the unsafe condition(s), at no cost to the State. The activity may only resume when a OEPC Representative and respective Contractor's Safety Representative verify corrective measures have been satisfactorily completed. Any related impact to time of completion shall be considered within the Contractor's control.
- B. **No site work, other than mobilization, shall commence until the Site-Specific Safety Plan is approved.**

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

- A. All contractors are required to utilize head (hardhat) and eye protection (safety glasses) at all times well within the project limits.
- B. Any employee exposed to equipment/vehicles shall be required to utilize an ANSI Level 2 Safety Work Vest.
- C. Contractors are strictly prohibited from utilizing any state-owned equipment or materials during construction.
- D. All tools/equipment on multi-trade projects shall bear identifiable markings as to which contractor the tool/equipment belongs to. If any tool/equipment on the project does not have contractor's markings, the tool shall be immediately removed from the site until owner claims the tool/equipment.
- E. Seatbelts shall be utilized when operating all heavy equipment designed to be operated in a seated position. When traveling in a vehicle, all employees shall be seated in a secured seat with a seatbelt in place.
- F. Inspections of scaffolding prior to use, and excavations prior to entry shall be documented by an on-site competent person. Documented inspection will be available on-site for inspection by the Director's Representative.
- G. All electrical cords/water hoses, if feasible, shall be run overhead to avoid additional slip/trip hazards. If not feasible due to physical restrictions, cords/hoses shall be placed to avoid all walkways and work areas.
- H. All heavy equipment being utilized on site shall have a fire extinguisher of suitable size/rating within reach of operator.

- I. Any fuel-powered equipment shall have a fire extinguisher of suitable size/rating no closer than 10 feet and no further than 25 feet from the equipment.
- J. All electrical work shall be done when panels/lines/boxes have been de-energized and locked out, unless otherwise approved in writing by the Director's Representative.
- K. An applicable sized Spill Kit shall be available on all jobsites where heavy equipment is being utilized.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00

COST COMPUTATIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Contractor shall use OEPC 120-127 Contractor Proposal Worksheet for all changes to contract cost.
- B. Definitions
 - 1. Extra Work – Work that is a continuation of an existing work item but is extra in quantity to the Contract.
 - 2. Additional Work – Work added to the Contract which is within the scope of the Contract but is not a continuation of an existing work item.
 - 3. Field Order – Change in work issued under a Work Change Directive.
- C. The Contracting Officer shall determine the value of any order on contract or field order by one or more of the following methods:
 - 1. Agreed to Amount:
 - a. By estimating the fair and reasonable cost of:
 - 1) Labor, including all wages, required wage supplements and insurance/taxes required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of working foremen, workers and other employees below the rank of the Contractor's designated representative directly employed at the Site of the Project, and, on contracts with an award price less than \$500,000, the Contractor's designated representative, regardless of job title or work status.
 - 2) Materials (to be installed or turned over to ORDA).
 - 3) Consumables are items that are used during the progression of the extra/additional work that do not become a permanent part of the Work and as such are considered overhead.
 - 4) Equipment, excluding hand tools, which, in the judgment of ORDA, would have been or will be employed in the performance of the extra/additional work.
 - 5) Where the omitted or extra/additional work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the omitted or extra/additional work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra/additional work is performed by any sub-subcontractor), an additional sum equal to:
 - a) 10 percent of the first \$10,000 of the above-estimated costs, including the subcontractor's percentage override.
 - b) Plus 5 percent of the next \$90,000 of the total of said items.
 - c) Plus 3 percent of any sum in excess of \$100,000 of the total of said items.

- d) For the purposes of the aforesaid percentage overrides, the words “extra/additional work” shall be defined as a complete item of added, modified or changed work as described in writing to the Contractor and the reductions enumerated shall be applied individually to each Order on contract issued on a Contract. Such “extra/additional work” may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, material, plant, equipment, tools and all incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra/additional work item.
- b. By accepting an amount agreed upon by both parties, which amount is to be calculated in a manner similar to that provided in subparagraph 1.01 A. 1. a.
- c. Should the Contractor fail to submit the required proposal as required by Article 10.5.1, the Contractor shall be compensated as follows:
- 1) The costs will be determined by ORDA as described in 1.01 A. 1. a. above, but the percentages for profit and overhead will be as follows:
- a) Where the omitted or extra/additional work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 10 percent thereof, but, where the omitted or extra/additional work is performed by a subcontractor, by adding a sum equal to 10 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra/additional work is performed by any sub-subcontractor), an additional sum equal to:
- (1) 5 percent of the first \$10,000 of the above-estimated costs, including the subcontractor’s percentage override.
- (2) Plus 3 percent of any sum in excess of \$10,000 of the total of said items.
2. ACTUAL COSTS - By determining the actual cost of the extra/additional work in the same manner as in the above Subparagraph 1.01 A. 1.a. except that actual costs of the Contractor be utilized in lieu of estimated costs. ORDA shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor is properly authorized to commence performance of such work.
3. By applying the applicable price or prices set forth in the Contract Documents or by applying a unit price agreed to by both parties.
4. All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in Subparagraphs A.1.a. 1), 2) and 4), and below in Paragraph 1.01 F., of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefore will be made by ORDA.
- D. Irrespective of the method used or to be used by ORDA in determining the value of extra/additional or omitted work, the Contractor shall, after receipt of a request, shall

within 15 days submit to ORDA a detailed breakdown of the Contractor's estimate of the value of the omitted or extra/additional work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. ORDA shall promptly respond to such submission.

- E. Labor: Whenever this Contract requires the determination of labor hours, it shall be determined as follows:
1. Labor Hours shall be based on the labor factors as published in "RSMeans" by Reed Construction Data. The latest versions of the following books shall be used:
 - a. Building Construction Cost Data
 - b. Electrical Cost Data
 - c. Mechanical Cost Data
 - d. Plumbing Cost Data
 - e. Site Work and Landscape Cost Data
 2. In the event that a labor factor for an item of work is not available from these publications the Director shall establish a labor factor as to the amount of time it takes to perform an item of Work.
 - a. Conditions that affect the performance of the extra/additional work whether addressed in the Contract Documents or not shall be taken into consideration and negotiated.
 - b. Unforeseen conditions or conditions that are not identifiable shall not be included in the Contractor's proposal. If while in the process of performing the omitted or extra/additional work a condition or event that affects the work becomes evident, it will be addressed at that time via a field order or change order.
- F. Materials:
1. Materials used in performance of the extra/additional work shall conform to Contract Documents and shall be listed by description, quantity and standard unit of measure.
 2. Where the extended value of an item of material is FIVE THOUSAND DOLLARS OR MORE a quote or invoice from a supplier shall be included as part of the Contractor's proposal. The Director's Representative reserves the right to request substantiating pricing documentation to verify actual and reasonableness of any and all submitted costs. This requirement does not impede Subparagraph 1.01 B. above.
 3. Travel costs including mileage, tolls, and overnight lodging and meal per diems incurred as a result of the extra/additional work will be reimbursed at costs without any markup for the Contractor or subcontractor as the case may be. Daily travel to the project site must exceed 35 miles, one way, from the Contractor's office address to claim mileage and toll expenses; only mileage beyond 35 miles will be reimbursed. Distance must exceed 50 miles, one way, from Contractor's office address to the project site to claim overnight lodging and meal per diems. Actual cost for overnight lodging and meal per diems will be reimbursed up to the maximum rates listed per locality, as established by U.S. General Services Administration (GSA).
 4. Personal Protection equipment required for hazardous materials abatement and materials used to create critical barriers and protection barriers, provided that they are expended during the performance of the extra/additional work or turned

over to ORDA at the request of the Director's Representative, are reimbursable as part of an order on contract.

G. Equipment:

1. Whenever this Contract requires the determination of the suitability and/or cost of equipment, it shall be determined as per the below.
2. Suitable Equipment:
 - a. Equipment used or to be used in the performance of Work shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed.
 - b. For the purposes of the performance of extra/additional or additional work, when, in the opinion of the Contractor, and as approved in writing by the Director's Representative, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.
 - c. Notwithstanding any other provision, if ORDA should determine that the nature or size of the equipment used by the Contractor in connection with the performance of Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by ORDA to be suitable for the performance of Work, the cost of equipment used in calculating the costs of extra/additional work or delay damages will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by ORDA to have been suitable for the performance of the Work. In no event shall the amount paid to the Contractor as the allowance for the use of self-owned construction equipment exceed the lower of the actual cost of such equipment or the depreciated value of such equipment as carried on the Contractor's or subcontractor's books.
2. Equipment Cost:
 - a. Ownership Cost: Equipment, excluding hand tools which are defined as tools and equipment having a new purchase price of less than ONE THOUSAND DOLLARS, and which will be employed in the performance of the extra/additional work. For the purposes of computing the Contractor's cost for self-owned equipment, (*Self-owned equipment is defined to include equipment rented from controlled or affiliated companies*) the rate used for periods of under five days shall be the monthly rate set forth for the item of equipment in the Equipment Watch® "Rental Rate Blue Book" published by Penton Media (800 669-3282) divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. The rate used for periods of five days or more shall be 45% of the published monthly rate. In the event the "Rental Rate Blue Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as set forth above except that the monthly rate used shall be that set forth in "The AED Green Book" published by Penton Media (800 669-3282). In the event that a rate is not established in the "Rental Rate Blue Book" or "The AED Green Book" for a particular piece of equipment, the Contracting Officer shall establish a rate for ownership costs and operating costs for that piece of equipment that is consistent with its cost and expected life.

- i. Rented Equipment:
- Equipment rented specifically and exclusively for the performance of extra/additional work will be paid at the actual, invoice supported, rental cost.
 - Equipment rented for the Contract Work that is used in the performance of extra/additional work will be reimbursed for operating costs only.
- ii. Self-Owned Equipment: The maximum amount of reimbursement for the ownership costs of self-owned equipment is limited to the original purchase price of the equipment as supported by Bill of Sale. In the specific event when the ownership reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.
- b. Operating Costs:
- i. Equipment: The Contractor shall be reimbursed for its operating costs for equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing 100 percent of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
- H. Insurance and Bonds:
1. The additional cost of all required Bonds and Liability and Builder's Risk Insurance Premium required by this Contract, arising from the additional cost of performing extra/additional work shall be paid by a change order or field order to be issued upon physical completion of the Work and upon the submission of proof of payment of such additional premiums assessed by the respective insurance companies for such additional cost of the extra/additional work.
2. Should the additional work require an additional insurance policy not initially required or anticipated in the execution of the contract, whether required of the Contractor or a subcontract between the Contractor and a subcontractor actually performing extra/additional work, will be reimbursed based on actual cost.
- I. Unless otherwise specifically provided for in an order on contract or field order, the compensation specified therein for extra/additional work includes full payment for both the extra/additional work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra/additional work, and the Contractor waives all rights to any other compensation for said extra/additional work, damage or expense.
- J. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the added work exceeds the cost of the deleted work, overhead and profit shall be computed on the amount by which the actual cost of additional labor and material exceeds the actual cost of the deleted labor and material,

except no additional overhead and profit shall be allowed on the value of any order on contract or field order determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.

- K. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the deleted work exceeds the cost of the added work, the Contractor will be allowed to retain the overhead and profit on the amount by which the cost of the deleted work exceeds the cost of the added work, except that no overhead and profit shall be retained on the cost of work determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.
- L. Subject to the provisions of Article 17A of the General Conditions, the following elements of damage, and only the following elements, as determined by the Contracting Officer, will be recoverable by the Contractor as "delay damages" provided that they are actual, reasonable and necessary:
1. Documented additional or escalated job site labor expenses.
 2. Documented additional or escalated costs for materials.
 3. Documented additional or escalated equipment costs less appropriate credits, as such are determined in accordance with this Section.
 4. Documented costs of extended job-site overhead (including job superintendent, office engineer and clerical staff, but not including working foremen).
 5. An additional 15 percent of the total of the above items in Subparagraphs 1.01 J. 1., 2., 3. and 4. for home office overhead and profit thereon.
 6. Documented additional or escalated insurance and bond costs.
 7. When the work is performed by a subcontractor, the Contractor shall be paid the actual, reasonable and necessary cost of such subcontracted work as outlined Subparagraphs 1.01 J.1. through 4., including the subcontractor's main office overhead and profit of 15 percent. The Contractor shall also be allowed an additional 5 percent administrative fee for processing.
 8. The phrases "additional expenses", "escalated expenses", "additional costs" and "escalated costs" shall include expenses and costs above or below those normally incurred in the performance of the work, less any appropriate credit, and/or attributable, with appropriate credits, to the performance of work or portions of work in a different time period than that which was indicated on the approved progress schedule.
- M. The parties agree that, with regard to delay damages, ORDA will have no liability for the following items and the Contractor further agrees it shall make no claim for the following items:
1. Profit, in excess of that provided for above.
 2. Loss of anticipated or unanticipated profit.
 3. Labor inefficiencies and loss of productivity.
 4. Home office overhead in excess of that provided for above.
 5. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on retainage or investment, or any resultant insolvency.
 6. Indirect costs or expenses of any nature.
 7. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed in a manner satisfactory to the Executive Director.

8. Attorneys' fees, or claims preparation expenses.

- N. Remedies Exclusive: With respect to extra/additional costs and delay damages, the parties agree that ORDA shall have no liability to the Contractor for expenses, costs, or items of damage other than those which are specifically identified as payable above. In the event any legal action is instituted against ORDA by the Contractor on account of any extra/additional work or for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that ORDA's liability will be limited to those items which are specifically identified as compensable above. The Contractor further agrees to make no claim for expenses other than those which are specifically identified as compensable above.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 21 01
ALLOWANCES – SINGLE PRIME

Part 1 – GENERAL

1.1 SCOPE

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

1.2 SCHEDULE OF ALLOWANCES

- A. Field Order Allowance: Contract (GOR.21.001.100) – Single Prime Contract
1. Field Order Allowance SP-1: Allow the amount as identified in the Bid Schedule for work ordered in accordance with Section 012100 1.1-(B) 1.
 2. Allowance shall be included into the Total Bid as per the Bid Schedule.
Total Bid (Bid Item No. 1 + Allowance No. 1)
- B. Cash Allowance: Not Used

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 EXAMINATION

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

End Section

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Other requirements pertaining to payments are included in the General Conditions and in the various sections of the Specifications.
- B. Cost Computations: Section 01 20 00.
- C. Submittals: Section 01 33 00.

1.02 SCHEDULES AND RECORDS

- A. Submit the following information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.
 - 1. **CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS:** An affirmative review of the subcontractor's responsibility will be conducted. Any subcontractor disapprovals resulting from negative information derived from the State's review will result in written notice (by letter or e-mail) to the Contractor. A responsibility meeting may result from these actions. The Contractor will defer to the provisions of Article 6, General Conditions, regarding its responsibility to prosecute the work.
 - a. Submit the **CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS** information.
 - b. Indicate the items of Work proposed to be accomplished by subcontractors, the name and address of each proposed subcontractor, the dollar value of the subcontract, and Minority and Women-Owned Business Enterprise (MWBE) information.
 - 1) Attach a properly completed and executed **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE – FOR PROFIT CONSTRUCTION (CCA-2)** and forward to the Vendor Responsibility Unit for each subcontractor whose subcontract is valued at \$100,000.00 or more unless requested otherwise by the Contracting Officer and/or the Director's Representative.
 - 2) As an alternative to submitting a paper version of the form, subcontractors may opt to submit the CCA-2 on-line via the New York State VendRep System. Information on this system and the New York State vendor responsibility requirements is available at: <http://www.osc.state.ny.us/vendrep/index.htm>.
 - c. Indicate the names and addresses of proposed suppliers, the dollar value of the supplies, and MWBE information.
 - d. Failure in providing this information may result in payments being withheld and referral to the Contracting Officer for a responsibility determination.

- B. If after initial approval, circumstances require a change in a subcontractor or supplier or require additional subcontractors or suppliers to be used, submit a revised list of Subcontractors - Suppliers that reflects the changes or additions.

1.04 DETAILED ESTIMATE

- A. Before making the first requisition for a progress payment, prepare a detailed estimate of quantities and prices for materials, labor and other items required for the Work, which shall aggregate the contract sum.
- B. The detailed estimate shall be supported by such evidence, including certified copies of subcontracts, as the Director may require.
- C. The detailed estimate must be approved by the Director who may revise it as, in his reasonable judgment, is necessary to make the various items conform to their true values.
 - 1. The value of each requisition for payment shall be based on the approved detailed estimate.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 RELATED REQUIREMENTS AND INFORMATION SPECIFIED ELSEWHERE

- A. Reference Project Schedule: Document 00 31 13.
- B. Summary of Work: Section 01 10 01.
- C. Project Meetings: Section 01 31 19.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements to plan, schedule, and document the progress of the Project; realize boundaries and expectations for schedule development and management; and predict and prevent delays to established sequences and milestones during performance of the Work including the following:
 - 1. Critical Path Method schedule and reports.
 - 2. Material location and delivery reports.
 - 3. Field condition reports.
 - 4. Special reports.
 - 5. Change management.
 - 6. Time Impact Recognition and Time Impact Analysis.
 - 7. As-Planned vs. As-Updated

1.03 SUBMITTALS

- A. Waiver of Submittals: The “Waiver of Certain Submittal Requirements” in Section 013300 does not apply to this Section.
- B. Submittals Package: Submit required reporting, Scheduling Software files, and quality control submittals as indicated within this or related sections.
- C. Schedule Submittals:
 - 1. Preliminary Project Schedule
 - 2. Baseline Project Schedule
 - 3. Schedule Basis documentation
 - 4. CMU 01 Agreement Form
 - 5. As-Built Project Schedule

1.04 DEFINITIONS

- A. Project: Work to be performed as part of one or more Contracts.
- B. Project Team: Persons acting on behalf of the State or Contractors in an effort to successfully plan, schedule, and coordinate the Work of the Project.

- C. Schedule: A comprehensive leveling of necessary procedural tasks, the sequencing of those tasks, and the resource allocation required to successfully complete the Work by the Project completion date.
- D. Activity: An intricate part of the Work that can be identified and measured for planning, coordinating, monitoring, and controlling the project.
- E. Milestone: A significant start or finish to Work on the Project defined by both the Director's Representative and the Contractors.
- F. Bid Milestones: Milestones or phases identified and included in the Contract Documents to be utilized by the Contractors in developing the Baseline Project Schedule.
- G. CPM: Critical Path Method is a scheduling process used to plan and coordinate the Project, arranging activities based on logical relationships in order to create a network diagram of interconnected procedures.
- H. Preliminary Project Schedule: The initial CPM schedule submission capturing, at a minimum, the anticipated Work for the first 90 calendar-days after Project Award, and to be initiated by the Contractor's Schedule Preparer.
- I. Baseline Project Schedule: The as-planned CPM schedule for completion of the Work of the Project in accordance with the Contract duration, approved by the Director's Representative and Contractors.
1. Following the initial update to the Baseline Project Schedule, including but not limited to starts, finishes, activity percent complete, logic adjustments, or duration amendments, as agreed upon at the Project Schedule meeting by the Project team, the current updated schedule rendering will be defined as the Project Schedule.
 2. The Baseline Project Schedule will remain unaltered as a tool to measure progress outlined and anticipated.
- J. Project Schedule Update: The as-updated contemporary view of the Project Schedule, as understood by the Project team at the time of the schedule status, which comprehends the accurate reflection of Work started, progressed, and completed on the Project and the intended path of progress for Work going forward.
- K. Narrative Statement: A narrative description of the Project Schedule Update.
- L. PDM: Precedence Diagram Method utilizes standard CPM calculations creating an interdependent logical relationship between activities and a dependent path from Project Award through Substantial and Physical Completion.
- M. Float: The measure of latitude in starting and/or completing an activity without impeding on the successful realization of Project milestones.
1. Recognizing float within an activity, or chain of activities, does not permit the Contractors to disrupt progress or delay completion of an activity.

- N. Critical Path: A progressing sequence of interdependent activities within the schedule network containing zero (0d) total float and establishing the minimum Project Substantial and Physical Completion duration.
- O. Resource: Any labor, material, or equipment, shared or exclusive, required for the completion of an Activity or the Work, which recognizes an associated cost.
- P. ORDA Scheduling: A member of the ORDA Scheduling Department responsible for analyzing, reviewing, and interpreting schedule related information for the benefit of the Project team.

1.05 CONTRACTOR'S SCHEDULE PREPARER

- A. The Contractor shall engage the services of a professional scheduling consultant to act as the Contractor's Schedule Preparer responsible for the preparation and coordination of schedule related information for the Preliminary Project Schedule, the Baseline Project Schedule, and all required updates and reporting for the Project Schedule.
- B. The Contractor's Schedule Preparer is responsible for the timely development and submission of all specified schedule iterations, statements, and reports; responsibilities include at a minimum the following:
 - 1. Preliminary Project Schedule.
 - 2. Project Schedule updating and reporting.
 - 3. Submission of the As-Built final Project Schedule.

1.06 DEVELOPMENT OF THE PROJECT SCHEDULE

- A. The Director's Representative will schedule the Project Schedule Definition Meeting as outlined in Section 013119. The meeting will include members of the Project team and will be conducted by ORDA Scheduling for the purpose of reviewing the Contractor's initial Preliminary Project Schedules. The discussions and mutual agreements reached at this and subsequent meetings by the Project team will form the basis for the CPM Preliminary Project Schedule and the development of the Baseline Project Schedule, and will be used for coordinating, scheduling, and monitoring the Work of all related contracts
- B. The Contractor's Schedule Preparer is to complete the Preliminary Project Schedule after the Project Schedule Definition Meeting with input from the Contractor's team and after review of the Contract documents and drawings.
- C. The Contractors will sign the CMU 01 Agreement form (blank included at end of this Section) within five (5) calendar-days of receipt of the final Baseline Project Schedule. Failure to develop and submit the Baseline Project Schedule and sign the CMU 01 Agreement form will not absolve the Contractors of the scheduling requirements. The Contractors will be required to provide the necessary resources, at no additional charge to the State, to complete the Project in the manner defined by the Director's Representative.

- D. Bid Milestones included in the Contract Documents are to be incorporated into the project schedule.
- E. During the period between Project Award and the execution of the CMU-01 Agreement by the Contractors and the Director's Representative, the Contractors will comply with the Preliminary Project Schedule and will be responsible for providing the necessary resources to complete the Work.

1.07 UPDATING THE PROJECT SCHEDULE

- A. Bi-weekly Project Schedule meetings will be held as part of the standard Project Progress Meetings to review updates to the actual starts, actual finishes, and the percent complete of in-progress activities, and consider logic changes, sequencing alterations, duration amendments, time impact events, and scope changes, for the purpose of determining the status of construction progress on the updated Project Schedule.
 - 1. The Contractors and Director's Representative will review the updated progress at the Project Schedule meeting prior to acceptance of progress information and anticipated work as the Project Schedule Update.
 - i. Revisions and comments are to be incorporated within two (2) days of the Project Schedule update meeting, and required reports are to be presented for review.
 - 2. Any Contractor failing to progress their Work as outlined in the updated Project Schedule will be informed of their deficiencies and, if required, be requested to provide a recovery option.
 - i. The Schedule Preparer is responsible for incorporating any recovery options as needed by the Contractors for the duration of the Project.
- B. The Contractors will furnish all schedule information requested by the Director's Representative and as defined in the Schedule Management strategy outlined in the Schedule Basis. Any Contractor who fails to furnish accurate information prior to Project Schedule meeting will be required to provide all resources necessary to execute the updated Project Schedule based on progress information documented and recorded by the Director's Representative and submitted to the Schedule Preparer.
- C. During the period between scheduled updates, any time impact event due to, but not limited to, a field condition or scope change, is to be noted by the Contractors; the impact is to be represented by the Contractor's Schedule Preparer, at a minimum, with a milestone event, the time for resolution, and the impact to work.
- D. Project Schedule updates recognizing early completion will be reviewed by members of the Project team prior to acceptance of the Project Schedule update.

1.08 MAINTAINING SCHEDULE

- A. Perform the Work in accordance with the Project Schedule and provide resources necessary to maintain the progress of activities as scheduled so that no delays are caused to other Contractors engaged in the Work.

1. Should any Contractor fail to maintain progress according to the Project Schedule, or cause delay to another Contractor, that Contractor shall provide such additional manpower, equipment, additional shifts, or other measures, at their own cost, to bring their operations back on schedule.
2. Performing activities as part of the Work out of sequence with the Project Schedule is not permitted unless written approval is obtained prior to commencement.

1.09 RECOVERY SCHEDULE

- A. CPM Recovery Schedule: When periodic updates indicate the Work is five (5) or more calendar-days behind the approved Baseline Project Schedule's Substantial or Physical Completion dates, the Contractor will present recovery options to the Director's Representative to be incorporated into an updated Project Schedule by the Schedule Preparer; these include, but are not limited to, allocating additional resources for activity duration reduction, modifying network logic, or revising activity sequences.
- B. Any Contractor failing to furnish information to assist in developing recovery options to the Director's Representative, for a CPM Recovery Schedule, within 3 calendar-days subsequent to the bi-weekly Project Schedule update, will be required to provide all resources necessary to execute an updated Project Schedule defined by a the Director's Representative.
- C. Alterations to the Project Schedule by a CPM Recovery Schedule will require approval.
- D. Approved alterations to the Project Schedule by a CPM Recovery Schedule, will constitute the updated Project Schedule.
 1. The updated Project Schedule following the implemented CPM Recovery Schedule will be recognized as the primary baseline schedule for reporting. The Baseline Project Schedule will be retained as a secondary baseline schedule and will be utilized to measure progress against the alterations.
- E. A CPM Recovery Schedule recognizing early completion will be reviewed by prior to acceptance of the Project Schedule update.

PART 2 PRODUCTS

2.01 SCHEDULING SOFTWARE

- A. Scheduling Software: Schedule is to be prepared and managed utilizing Microsoft Project or Oracle Primavera P6© PPM or EPPM operating system.

2.02 PRELIMINARY PROJECT SCHEDULE

- A. The Contractor's Schedule Preparer is to submit the Preliminary Project Schedule in the format discussed at Project Schedule Definition Meeting, and in conjunction with the requirements of this and related sections.

2.03 SCHEDULE UPDATE REPORTS

- A. The Contractor's Schedule Preparer is to provide update reports in the format required as defined during the Project Schedule Definition Meeting.

2.05 NARRATIVE STATEMENT

- A. The Schedule Preparer is to provide the Narrative Statement with the specified Schedule Update Reports and prior to each Project Schedule meeting.

2.06 AS-BUILT PROJECT SCHEDULE

- A. The Contractor's Schedule Preparer will submit an As-Built Project Schedule recognizing the actualized progression of Work on the Project vs. the intended as-planned Baseline Project Schedule within five (5) days prior to Physical Completion.

PART 3 EXECUTION

3.01 CPM SCHEDULE

- A. The Contractor's Schedule Preparer and Contractors are to determine, with input from the Director's Representative, a breakdown of WBS Levels within the Project which adequately and appropriately organize and represent the Work and the intended structure of construction progress.
- B. The Contractor's Schedule Preparer and Contractors will determine and define activities applicable to the Work of each Contract and the scope of the Project. Activities are to be appropriately placed within WBS Levels and are to identify specific aspects of the Work according to Project and contract requirements.
- C. Within 5 calendar-days of Project Award, the Contractor's Schedule Preparer is to prepare and submit the Preliminary Project Schedule in compliance with this section to the Director's Representative for review and comment.
- D. The Baseline Project Schedule is to be developed by ORDA Scheduling from the Contractor's submitted Preliminary Project Schedules. The Contractors are to review and comment on the preliminary Baseline Project Schedule within 5 days of receipt. The Contractors shall approve the preliminary Baseline Schedule and sign the CMU 01 Agreement Form within 30 calendar-days of Project Award. Failure to approve the Baseline Project Schedule and sign the CMU 01 Agreement Form will result in non-payment for Work progressing beyond the 90-day approved Preliminary Project Schedule.

3.02 ACTIVITIES

- A. The Contractor's Schedule Preparer are to provide activities which accurately reflect the Work of the Project and which can be utilized for monitoring and anticipating progress. In establishing activities for the Work and their durations, the Contractors are to include, as a minimum, the following:
1. Mobilization.
 2. Fabrication.
 3. Material Delivery.
 4. Utility Interruptions.
 5. Coordination.
 6. Work Period Restrictions.
 7. Contractual Constraints.
 8. Installation.
 9. Inspection.
 10. Testing and Commissioning.
 11. Punchlist.
- B. Long-lead and critical submittals and contract procurement items are to be identified and defined by the Contractors, the Contractor's Schedule Preparer, and the Director's Representative, and will be established in the appropriate WBS Level for monitoring and sequencing by the Schedule Preparer.
- C. The Contractor's Schedule Preparer will identify each activity with a unique activity identification number.
- D. The Schedule Preparer will not allow activities to be open-ended having either no predecessor or successor, with the exception of the first and last activity in the Project Schedule network.
- E. Activities will be linked sequentially by the Contractor's Schedule Preparer with information provided by the Contractors according to the anticipated flow and progress of the Work on the Project and the Work of concurrent projects.
1. Activities, and the sequencing of activities, which do not accurately reflect the Work of the Project will not be accepted by the Director's Representative.
 2. Negative lag on an activity will not be accepted by the Director's Representative.

3.03 CALENDARS

- A. The calendar utilized by the Schedule Preparer for each activity is to accurately reflect anticipated state and federal holidays, as well as work being performed off-hours as defined in the Contract Documents, by the Director's Representative, or by specific approved Contractor means and methods.

3.06 BASELINES

- A. The Contractor's Schedule Preparer will maintain a copy of the Baseline Project Schedule as the assigned project baseline schedule.

3.07 TIME IMPACT AND TIME IMPACT ANALYSIS

- A. The Contractor's Schedule Preparer will represent Time Impact to the Project Schedule milestones utilizing, at a minimum, a milestone event, an activity for resolution, and related work associated with the impact to the as-updated Work of the Project.
 - 1. The Contractor's Schedule Preparer is to use the most current Project Schedule update to prepare the Time Impact representation.
 - 2. If Project Schedules have not been updated in accordance with this specification, an update must be generated which includes an accurate realization of the Work performed and progressed up to the Time Impact event. Failure to maintain Project Schedule updates in accordance with this or related specifications will not absolve the Schedule Preparer or Contractors of the responsibility to identify Time Impact as defined at a minimum by this article.
 - 3. A Request for Time Extension will require Time Impact recognition within the CPM schedule.
 - 4. Time Impact events will be reviewed for accuracy and are to be updated in accordance with relevant new information regarding time for resolution and impact to remaining work on the Project.

3.08 REQUESTS FOR TIME EXTENSIONS

- A. The Contractors are to submit in writing to the Director's Representative a Request for Time Extension within ten (10) days of recognizing the need to amend the contractual Substantial or Physical Completion date.
 - 1. The Contractors and Schedule Preparer are to provide Project Schedule reports, generated from the current Project Schedule update, recognizing the inability to complete the contractual, Project, or Bid Milestones by the established completion dates and a copy of the schedule file used to generate the reports.
 - 2. Submitting a Request for Time Extension does not permit the Contractors to delay Work on the current Project Schedule update.
- B. The Contractors and Contractors Schedule Preparer are to develop and submit CPM schedule options, in accordance with applicable requirements of this section, showing a milestone event, the time for resolution, the related work associated with the resolution or alternate options, and the newly projected Project and Bid Milestone dates.
- C. Requests for Time Extensions will be responded to within 15 calendar-days of receipt and the Contractors will be notified in writing of the refusal or acceptance of the request.
- D. Reasons for which extensions will be rejected upon receipt include, but are not limited to, the Contractors' failure to provide appropriate resources to complete the Work, misinterpretations of contract requirements, improper planning, failure to coordinate with other Contractors or the Director's Representative, misappropriated distribution of approved costs, payments, or budget for Project Work, failure to comprehend project schedule requirements, failure to provide Project Schedule updates consistent with the requirements of this or related

sections, material procurement or delivery delays not associated with Special Events (*force majeure*), or subcontractor and worker related issues such as contractual disputes or work-stoppage strikes.

- E. Approved Request for Time Extensions will require the creation of a revised Project Schedule prepared by the Schedule Preparer which will serve as the primary baseline schedule for updating. The Baseline Project Schedule will be retained as a secondary baseline and will be utilized to measure progress against the alterations.

END OF SECTION

PROJECT NO. _____

PROJECT NAME: _____

REPORT DATE: _____

REPORT NAME(S): _____

It is agreed that the Baseline Project Schedule defined by the above listed computer reports has been reviewed and is accepted for use in coordinating, scheduling, and monitoring the work of all related contracts.

FOR THE CONSTRUCTION WORK CONTRACTOR: _____ DATE: _____

FOR THE HVAC WORK CONTRACTOR: _____ DATE: _____

FOR THE PLUMBING WORK CONTRACTOR: _____ DATE: _____

FOR THE ELECTRICAL WORK CONTRACTOR: _____ DATE: _____

THE DIRECTOR'S REPRESENTATIVE: _____ DATE: _____

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Other requirements pertaining to submittals are included in the General Conditions and in the various sections of the Specifications.
- B. Summary of the Work: Section 01 10 00.
- C. Administrative Requirements: Section 01 30 00.
- D. Contract Closeout Submittals: Section 01 77 16.

1.2 SECTION INCLUDES

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

1.3 DEFINITIONS

- A. Deviation: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by the Contractor.
- B. Acceptable Manufacturer, Company or Product: A manufacturer, company or product capable of achieving the requirements established in the Contract Documents and demonstrating compliance.
- C. Portable Document Format (PDF): An open standard file format used for representing documents in a device-independent and display resolution-independent fixed layout document format.

1.4 DEVIATIONS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS

- A. Deviations from the requirements of the Contract Documents will not be allowed unless a request for deviation is made in writing prior to or at the time of submission and the specific deviation is approved by the Director's Representative subject to the requirements of Article 4 of the General Conditions. The request for deviation shall be made utilizing the CONTRACT DOCUMENT DEVIATION REQUEST FORM.
 - 1. The submission of a deviation shall be done in a timely manner according to the schedule of submittals to allow the Director sufficient time for review.

1.5 "OR EQUAL" TO BRAND NAME PRODUCTS

- A. Whenever a product is specified by brand name, a comparable brand, equal to that named, may be submitted for approval subject to the requirements of Article 5 of the General Conditions. The Contractor shall submit a substitution request form refer to Section 01 6000 Product Requirements, for each proposed "Or Equal" product or system of products.
 - 1. The Contractor shall bear the burden of proving that the proposed product is equal to the specified product. The submission of an "or equal" shall be done in a timely manner to allow the Director sufficient time to review the proposed product.
 - 2. Whenever a color or pattern is indicated by a specific manufacturer's name or number, the intent is to communicate the required color or pattern of the material. Other manufacturers' comparable colors or patterns may be submitted for approval as equal.

1.6 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

- A. Unless otherwise specified, the requirement to submit product data and samples for approval will be waived for products specified by brand name if the specifically named products are furnished for the Work. In such cases, submit required Product Data to the Director's Representative for information only.

1.7 SUBMITTAL PROCEDURES

- A. Transmit each submittal with accepted form.
- B. Sequentially number the transmittal form.
 - 1. File naming convention to be maintained throughout the course of the project to include the file name in the following order the spec number, batch number, revision number, and submittal description as shown below in the following example of a submittal PDF file name:
 - 051200-01-00 – Structural Steel Shop Drawings
- C. Identify Project, Contractor, subcontractor, and supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver via Procore Technologies, Inc. Managed by the Construction Manager and CC the Project Manager.
- F. For each submittal for review, allow (14) fourteen days.

- G. Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed Work.
- H. Provide space for review stamps.
- I. When revised for resubmission, identify all changes made since previous submission. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- J. Submittals not requested will not be recognized or processed.

1.8 PROPOSED PRODUCTS LIST

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

1.9 PRODUCT DATA

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

1.10 CERTIFICATES

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

1.11 MANUFACTURER'S INSTRUCTIONS

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

1.12 SHOP DRAWINGS

- A. Shop drawings include all required virtual models, drawings and schedules specifically prepared for the project except for coordination drawings.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION



INTERIM GUIDANCE FOR CONSTRUCTION ACTIVITIES DURING THE COVID-19 PUBLIC HEALTH EMERGENCY

When you have read this document, you can affirm at the bottom.

As of June 26, 2020

Purpose

This Interim Guidance for Construction Activities during the COVID-19 Public Health Emergency ("Interim COVID-19 Guidance for Construction") was created to provide owners/operators of construction projects and their employees and contractors with precautions to help protect against the spread of COVID-19 as indoor and outdoor construction sites reopen.

These guidelines are minimum requirements only and any employer is free to provide additional precautions or increased restrictions. These guidelines are based on the best-known public health practices at the time of Phase I of the State's reopening, and the documentation upon which these guidelines are based can and does change frequently. Construction sites must adhere to all local, state and federal requirements relative to construction activities. All construction-involved entities are also accountable for staying current with any updates to these requirements, as well as incorporating same into any construction activities and/or Site Safety Plan.

Background

On March 7, 2020, Governor Andrew M. Cuomo issued Executive Order 202, declaring a state of emergency in response to COVID-19. Community transmission of COVID-19 has occurred throughout New York. To minimize further spread, social distancing of at least six feet must be maintained between individuals, where possible.

On March 20, 2020, Governor Cuomo issued Executive Order 202.6, directing all non-essential businesses to close in-office personnel functions. Essential businesses, as defined by Empire State Development Corporation (ESD) guidance, were not subject to the in-person restriction, but were, however, directed to comply with the guidance and directives for maintaining a clean and safe work environment issued by the New York State Department of Health (DOH), and were strongly urged to maintain social distancing measures to the extent possible.

On April 12, 2020, Governor Cuomo issued Executive Order 202.16, directing essential businesses to provide employees, who are present in the workplace, with a face covering, at no-cost, that must be used when in direct contact with customers or members of the public during the course of their work.

On April 15, 2020, Governor Cuomo issued Executive Order 202.17, directing that any individual who is over age two and able to medically tolerate a face-covering must cover their nose and mouth with a mask or cloth face-covering when in a public place and unable to maintain, or when not maintaining, social distance. On April 16, 2020, Governor Cuomo issued Executive Order 202.18, directing that everyone using public or private transportation carriers or other for-hire vehicles, who is over age two and able to medically tolerate a face covering, must wear a mask or face covering over the nose and mouth during any such trip. It also directed any operators or drivers of public or private transport to wear a face covering or mask which covers the nose and mouth while there are any passengers in such a vehicle. On May 29, 2020, Governor Cuomo issued Executive Order 202.34, authorizing business

operators/owners with the discretion to deny admittance to individuals who fail to comply with the face covering or mask requirements.

On April 26, 2020, Governor Cuomo announced a phased approach to reopen industries and businesses in New York in phases based upon a data-driven, regional analysis. On May 4, 2020, the Governor provided that the regional analysis would consider several public health factors, including new COVID-19 infections, as well as health care system, diagnostic testing, and contact tracing capacity. On May 11, 2020, Governor Cuomo announced that the first phase of reopening would begin on May 15, 2020 in several regions of New York, based upon available regional metrics and indicators.

In addition to the following standards, both essential and non-essential businesses must continue to comply with the guidance and directives for maintaining clean and safe work environments issued by DOH.

Please note that where guidance in this document differs from other guidance documents issued by New York State, the more recent guidance shall apply.

Standards for Responsible Construction Activities in New York State

No construction activity can occur without meeting the following minimum State standards, as well as applicable federal requirements, including but not limited to such minimum standards of the Americans with Disabilities Act (ADA), Centers for Disease Control and Prevention (CDC), Environmental Protection Agency (EPA), and United States Department of Labor's Occupational Safety and Health Administration (OSHA).

The State standards contained within this guidance apply to all construction activities – both essential and non-essential – in operation during the COVID-19 public health emergency until rescinded or amended by the State.

The following guidance is organized around three distinct categories: people, places, and processes.

I. PEOPLE

A. Physical Distancing

- For any work occurring indoors (e.g. construction within an existing building), no more than 1 worker per 250 square feet is allowed on site, excluding supervisors, unless additional personal protective measures are implemented; or
- A distance of at least six feet must be maintained among workers at all times, unless safety of the core activity requires a shorter distance (e.g. dry walling, glazing, lifting). Any time employees must come within six feet of another person, acceptable face coverings must be worn. Employees must be prepared to don a face covering if another person unexpectedly comes within six feet.
 - Acceptable face coverings for COVID-19 include but are not limited to cloth-based face coverings and disposable masks that cover both the mouth and nose.
 - However, cloth, disposable, or other homemade face coverings are not acceptable face coverings for workplace activities that typically require a higher degree of protection for personal protective equipment (PPE) due to the nature of the work. For those activities, N95 respirators or other PPE used under existing industry standards should continue to be used, as is defined in accordance with OSHA guidelines.

- The number of work stations and employee seating areas, and their use, may be modified or restricted, so that workers are at least six feet apart in all directions (e.g. side-to-side and when facing one another) and are not sharing workstations without cleaning and disinfection between use. When distancing is not feasible between workstations, the use of face coverings or physical barriers (e.g. plastic shielding walls, in lieu of face coverings in areas where they would not affect air flow, heating, cooling, or ventilation) must be provided and required.
 - If used, physical barriers should be put in place in accordance with [OSHA guidelines](#).
 - Physical barrier options may include: strip curtains, plexiglass or similar materials, or other impermeable dividers or partitions.
- The use of small spaces (e.g. elevators, hoists, vehicles) by more than one individual at a time, unless all employees in such space at the same time are wearing acceptable face coverings, should be prohibited. However, even with face coverings in use, occupancy must never exceed 50% of the maximum capacity of the space or vehicle, unless it is designed for use by a single occupant. Ventilation with outdoor air should be increased to the greatest extent possible, while maintaining safety protocols, and additional measures to prevent congregation in elevator waiting areas and limit density in elevators, such as enabling the use of stairs, should be taken.
- Measures should be put in place to reduce bi-directional foot traffic using tape or signs with arrows in narrow aisles, hallways, or spaces, and post signage and distance markers denoting spaces of six feet in all commonly used areas and any areas in which lines are commonly formed or people may congregate (e.g. clock in/out stations, health screening stations, etc.).
- Signs must be posted throughout the site, consistent with DOH COVID-19 signage. Customized signage specific to a workplace or setting can be developed and used, provided that such signage is consistent with the Department's signage. Signage should be used to remind employees to:
 - Cover their nose and mouth with a face covering when six feet of social distance cannot be maintained.
 - Properly store and, when necessary, discard PPE.
 - Adhere to physical distancing instructions.
 - Report symptoms of or exposure to COVID-19, and how they should do so.
 - Follow hand hygiene and cleaning and disinfection guidelines.
 - Follow appropriate respiratory hygiene and cough etiquette.

B. Gatherings in Enclosed Spaces

- In-person worker gatherings (e.g. shapeups, toolbox talks, safety meetings) must be limited to the greatest extent possible and other methods such as video or teleconferencing must be used whenever possible, per CDC guidance "[Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 \(COVID-19\)](#)". When videoconferencing or teleconferencing is not possible, meetings should be held in open, well-ventilated spaces and it should be ensured that individuals maintain six feet of social distance between one another (e.g. if there are chairs, leave space between chairs, have employees sit in alternating chairs).
- Practices for adequate social distancing in small areas, such as restrooms and breakrooms, must be put in place, and signage and systems (e.g. flagging when occupied) to restrict occupancy when social distancing cannot be maintained in such areas should be developed; and

- Schedules should be staggered for employees to observe social distancing (i.e., six feet of space) for any gathering (e.g. coffee breaks, meals, and shift starts/stops).

C. Workplace Activity

- Measures should be taken to reduce interpersonal contact and congregation, through methods such as:
 - limiting in-person presence to only those staff who are necessary to be on site;
 - adjusting workplace hours;
 - reducing on-site workforce to accommodate social distancing guidelines;
 - shifting design (e.g. A/B teams, staggered arrival/departure times);
 - prioritizing tasks that allow for social distancing (e.g. steel erection) over those that do not (e.g. dry walling, glazing); and/or
 - avoiding multiple crews and/or teams working in one area by staggering scheduled tasks and using signs to indicate occupied areas.

D. Movement and Commerce

- Non-essential visitors on site should be prohibited.
- Designated areas for pickups and deliveries must be established, limiting contact to the extent possible.
- On-site interactions (e.g. designate an egress for workers leaving their shifts and a separate ingress for workers starting their shifts) and movements (e.g. employees should remain near their workstations as often as possible) should be limited.

II. PLACES

A. Protective Equipment

- In addition to necessary PPE as required for certain workplace activities, acceptable face coverings must be procured, fashioned, or otherwise obtained, and such coverings must be provided to employees while at work at no cost to the employee. An adequate supply of face coverings, masks and other required PPE should be on hand in the event an employee needs a replacement, or a visitor is in need. Acceptable face coverings include, but are not limited to, cloth (e.g. homemade sewn, quick cut, bandana), surgical masks, N95 respirators, and face shields.
- Face coverings must be cleaned or replaced after use and may not be shared. Please consult CDC guidance for additional information on cloth face coverings and other types of PPE, as well as instructions on use and cleaning.
 - Note that cloth face coverings or disposable masks shall not be considered acceptable face coverings for workplace activities that impose a higher degree of protection for face covering requirements. For example, if N95 respirators are traditionally required for specific construction activities, a cloth or homemade mask would not suffice. OSHA standards for such safety equipment must be adhered to.

- Employees must be allowed to use their own acceptable face coverings, but cannot be required to supply their own face coverings. Further, this guidance shall not prevent employees from wearing their personally owned additional protective coverings (e.g. surgical masks, N95 respirators, or face shields). Compliance with all applicable OSHA standards is required.
- Measures should be put in place to limit the sharing of objects, such as tools, machinery, materials, and vehicles, as well as the touching of shared surfaces, such as railings and fences; or, require workers to wear gloves (trade-appropriate or medical) when in contact with shared objects or frequently touched surfaces; or, require workers to sanitize or wash their hands before and after contact.
- Workers must be trained on how to adequately put on, take off, clean (as applicable), and discard PPE, including but not limited to, appropriate face coverings.

B. Hygiene, Cleaning, and Disinfection

- Adherence to hygiene and sanitation requirements as advised by the CDC and DOH, including "Guidance for Cleaning and Disinfection of Public and Private Facilities for COVID-19," and the "STOP THE SPREAD" poster, as applicable, is required. Logs that include the date, time, and scope of cleaning and disinfection must be maintained.
- Hand hygiene stations must be provided and maintained on site, as follows:
 - For handwashing: soap, running warm water, and disposable paper towels.
 - For sanitizer: an alcohol-based hand sanitizer containing at least 60% alcohol for areas where handwashing facilities may not be available or practical.
- Signage should be placed near hand sanitizer stations indicating that visibly soiled hands should be washed with soap and water; hand sanitizer is not effective on visibly soiled hands.
- Receptacles should be placed around the site for disposal of soiled items, including PPE.
- Appropriate cleaning and disinfection supplies for shared and frequently touched surfaces must be provided, and employees should be encouraged to use these supplies, following manufacturers' instructions, before and after the use of these surfaces, followed by hand hygiene.
- Regular cleaning and disinfection of the work site must be conducted, as well as more frequent cleaning and disinfection for high risk areas used by many individuals and for frequently touched surfaces. Cleaning and disinfection must be rigorous and ongoing and should occur at least after each shift, daily, or more frequently as needed. Please refer to DOH's "Interim Guidance for Cleaning and Disinfection of Public and Private Facilities for COVID-19" for detailed instructions on how to clean facilities.
 - Regular cleaning and disinfection of restrooms must be ensured. Restrooms should be cleaned more often depending on frequency of use.
 - Distancing rules must be adhered to by reducing restroom capacity where feasible.
 - Equipment and tools must be regularly disinfected using registered disinfectants, including at least as often as workers change workstations or move to a new set of tools. Refer to the Department of Environmental Conservation (DEC) list of products registered in New York State and identified by the EPA as effective against COVID-19.

- If cleaning or disinfection products or the act of cleaning and disinfection causes safety hazards or degrades the material or machinery, hand hygiene stations must be put in place for in between uses and/or disposable gloves must be supplied.
- Cleaning and disinfection of exposed areas must be provided for in the event of a positive case of COVID-19 of a worker, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces (e.g. shared tools, machines, vehicles, handrails, portable toilets).
- CDC guidelines on "Cleaning and Disinfecting Your Facility" if someone is suspected or confirmed to have COVID-19 are as follows:
 - Close off areas used by the person suspected or confirmed to have COVID-19.
 - Operations do not necessarily need to be closed, if affected areas can be closed off.
 - Open outside doors and windows to increase air circulation in the area.
 - Wait 24 hours before you clean or disinfect. If 24 hours is not feasible, wait as long as possible.
 - Clean and disinfect all areas used by the person suspected or confirmed to have COVID-19, such as offices, bathrooms, common areas, and shared equipment.
 - Once the area has been appropriately disinfected, it can be opened for use.
 - Workers without close or proximate contact with the person suspected or confirmed to have COVID-19 can return to the work area immediately after disinfection.
 - Refer to DOH's "Interim Guidance for Public and Private Employees Returning to Work Following COVID-19 Infection or Exposure" for information on "close or proximate" contacts.
 - If more than seven days have passed since the person suspected or confirmed to have COVID-19 visited or used the facility, additional cleaning and disinfection is not necessary, but routine cleaning and disinfection should continue.
- Shared food and beverages among employees (e.g. self-serve meals and beverages) must be prohibited, employees should be encouraged to bring lunch from home, and adequate space for employees to observe social distancing while eating meals must be identified and reserved.

C. Phased Reopening

- Reopening activities are encouraged to be phased-in so as to allow for operational issues to be resolved before production or work activities return to normal levels. A limited number of employees and hours, when first reopening should be considered so as to provide operations with the ability to adjust to the changes.

D. Communications Plan

- Affirmation that the state-issued industry guidelines have been reviewed, are understood, and that they will be implemented, must be provided.
- A communication plan for employees, visitors, and customers should be developed that includes applicable instructions, training, signage, and a consistent means to provide employees with information. Development of webpages, text and email groups, and social media should be considered.

III. PROCESSES

A. Screening and Testing

- Mandatory daily health screening practices must be implemented.
 - Screening practices may be performed remotely (e.g. by telephone or electronic survey), before the employee reports to the work site, to the extent possible; or may be performed on site.
 - Screening should be coordinated to prevent workers from intermingling in close or proximate contact with each other prior to completion of the screening.
 - At a minimum, screening must be required of all workers and visitors and completed using a questionnaire that determines whether the worker or visitor has:
 - (a) knowingly been in close or proximate contact in the past 14 days with anyone who has tested positive for COVID-19 or who has or had symptoms of COVID-19;
 - (b) tested positive for COVID-19 in the past 14 days; and/or
 - (c) has experienced any symptoms of COVID-19 in the past 14 days.
- Refer to CDC guidance on "[Symptoms of Coronavirus](#)" for the most up to date information on symptoms associated with COVID-19.
- Employees must be required to immediately disclose if and when their responses to any of the aforementioned questions change, such as if they begin to experience symptoms, both during work hours or outside of work hours.
- In addition to the screening questionnaire, temperature checks may also be conducted per Equal Employment Opportunity Commission or DOH guidelines. Keeping records of employee health data (e.g. the specific temperature data of an individual) is prohibited, but maintaining records that confirm individuals were screened and the result of such screening (e.g. pass/fail, cleared/not cleared) is permitted.
- Any personnel performing screening activities, including temperature checks, must be appropriately protected from exposure to potentially infectious workers or visitors entering the site. Personnel performing screening activities should be trained by employer-identified individuals who are familiar with CDC, DOH, and OSHA protocols.
- Screeners should be provided and use PPE, including at a minimum, a face mask, and may include gloves, a gown, and/or a face shield.
- An individual who screens positive for COVID-19 symptoms must not be allowed to enter the worksite and must be sent home with instructions to contact their healthcare provider for assessment and testing.
 - Information on healthcare and testing resources should be provided to such individuals.
 - The state and local health department must be immediately notified about the case if test results are positive for COVID-19.
- Refer to DOH's "[Interim Guidance for Public and Private Employees Returning to Work Following COVID-19 Infection or Exposure](#)" regarding protocols and policies for workers seeking to return to

work after a suspected or confirmed case of COVID-19 or after the worker had close or proximate contact with a person with COVID-19.

- A central point of contact, which may vary by activity, location, shift or day, must be designated as responsible for receiving and attesting to having reviewed all questionnaires, with such contact also identified as the party for individuals to inform if they later are experiencing COVID-19-related symptoms, as noted on the questionnaire.
- A site safety monitor must be designated whose responsibilities include continuous compliance with all aspects of the site safety plan.
- To the extent possible, a log of every person, including workers and visitors, who may have close or proximate contact with other individuals at the work site or area must be maintained; excluding deliveries that are performed with appropriate PPE or through contactless means. Log should contain contact information, such that all contacts may be identified, traced and notified in the event an employee is diagnosed with COVID-19. Cooperation with state and local health departments contact tracing efforts is required.

B. Tracing and Tracking

- The state and local health department must be notified immediately upon being informed of any positive COVID-19 test result by a worker at the site.
- In the case of a worker or visitor testing positive, cooperation with the state and local health department is required to trace all contacts in the workplace, and the state and local health department must be notified of all workers and visitors who entered the site dating back to 48 hours before the worker began experiencing COVID-19 symptoms or tested positive, whichever is earlier, but confidentiality must be maintained as required by federal and state law and regulations.
- State and local health departments may, under their legal authority, implement monitoring and movement restrictions of infected or exposed persons including home isolation or quarantine.
- Employees who are alerted that they have come into close or proximate contact with a person with COVID-19, and have been alerted via tracing, tracking or other mechanism, are required to self-report to their employer at the time of alert and shall follow the protocol referenced above.

IV. EMPLOYER PLANS

Completed safety plans must be conspicuously posted on site. The State has made available a business reopening safety plan template to guide business owners and operators in developing plans to protect against the spread of COVID-19.

Additional safety information, guidelines, and resources are available at:

New York State Department of Health Novel Coronavirus (COVID-19) Website
<https://coronavirus.health.ny.gov/>

Centers for Disease Control and Prevention Coronavirus (COVID-19) Website
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Occupational Safety and Health Administration COVID-19 Website
<https://www.osha.gov/SLTC/covid-19/>

At the link below, affirm that you have read and understand your obligation to operate in accordance with this guidance:

<https://forms.ny.gov/s3/ny-forward-affirmation>

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SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 COMPLIANCE

- A. Comply with applicable regulatory requirements and various codes referenced in these specifications. Where conflicts exist between local, State, and/or Federal regulatory requirements, codes, or these specifications advise the Director's Representative. The Director's Representative will assist in resolving the conflicts to the satisfaction of the regulatory agencies prior to commencing the Work.

1.02 UNIFORM CODE, ENERGY CODE, AND CONTRACTOR QUALIFICATIONS

- A. All Work shall comply with OSHA (including site-specific safety plans required on all projects), and the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), which includes the publications incorporated by reference in Title 19 NYCRR Part 1219 through 1228:
1. 2020 Building Code of the State of New York (BC)
 2. 2020 Residential Code of the State of New York (RC)
 3. 2020 Existing Building Code of the State of New York (EBC)
 4. 2020 Fire Code of the State of New York (FC)
 5. 2020 Plumbing Code of the State of New York (PC)
 6. 2020 Mechanical Code of the State of New York (MC)
 7. 2020 Fuel Gas Code of the State of New York (FGC)
 8. 2020 Property Maintenance Code of the State of New York (PMC)
- B. The contractor shall be aware of, and comply with, contractor requirements identified in the above-referenced codes and standards; for example, but not limited to:
1. OSHA (Occupational Safety and Health Administration).
 2. 2020 BC- Chapter 33 Safeguards During Construction.
 3. 2020 EBC- Chapter 15 Construction Safeguards.
 4. 2020 FC- Chapter 33 Fire Safety During Construction and Demolition, Chapter 35 Welding and Other Hot Work (which governs safety during construction).
- C. All Work shall comply with the New York State Energy Conservation Construction Code ("Energy Code") promulgated pursuant to Article 11 of the New York State Energy Law. The Energy Code is contained in 19 NYCRR, Part 1240, and in the publications incorporated by reference in 19 NYCRR Part 1240. The publications incorporated by reference in 19 NYCRR Part 1240 include:
1. The publication entitled "ANSI / ASHRAE / IES Standard 90.1-2016, Energy Standard for Buildings Except Low-Rise Residential Buildings", published by American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc.
 2. The other referenced standards mentioned and/or referred to in 19 NYCRR Part 1240.
- D. Electrical Work: Conform to the requirements of the National Electrical Code (NEC), as referenced in the Uniform Code, unless otherwise shown or specified. The Director will be the sole judge of the interpretation of these rules and requirements.

1.03 STATE-REQUIRED PERMITS AND INSPECTIONS

- A. No Work shall commence without a Construction Permit issued by the ORDA Office of E Division of Codes. Contractors shall not file for and not pay for Construction Permits for Work located on New York State property.
- B. A New York Board of Fire Underwriters inspection or certificate is not required.
- C. Obtain a New York Board of Fire Underwriters inspection and certificate.
- D. The Contractor or subcontractor performing site work which disturbs the site shall submit an executed and completed SWPPP Contractor Certification Statement to the Director's Representative prior to the commencement of work. This required document is found in the Appendix. The failure to execute this required document may result in the Contract being considered for Termination for Cause under the provisions of Article 13 of the General Conditions.

1.04 LISTINGS

- A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark.
 - 1. Alternately, any product listed and bearing the mark from one of the other Nationally Recognized Testing Laboratories (NRTL – as recognized by OSHA) shall be an acceptable alternative to being UL listed and marked, if the listed product has been tested to the applicable standard.

1.05 FIRE-RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

- A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the "Standard for Fire Tests of Building Construction and Materials" for which Underwriters' Laboratories, Inc. (UL) provides listings.
 - 1. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test, and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
 - 2. Alternatively, fire resistance rating classifications by other issuing organizations listed in the New York State Uniform Fire Prevention and Building Code are acceptable.

1.06 UTILITIES

A. Underground Utilities:

1. Locate existing underground utilities prior to commencing excavation work. Conform to all requirements of NYCRR 16 Part 753, including the following:
 - a. Notify Dig Safely New York at least 48 hours in advance, not counting the date of contact.
 - 1) Statewide: 800-962-7962.
 - 2) Website: www.digsafelynewyork.com
 - b. Refer to Project Manual Section 023313 "Underground Utility Locator Service" to locate all utilities on facility and/or private property.
 - c. Determine exact utility locations by hand-excavated test pits. Contractor will be responsible for the proper support and protection of all utilities to remain in service.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 45 33
CODE-RELATED SPECIAL INSPECTIONS

PART 1 GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Special Inspections: Inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the Code that also require special expertise to ensure compliance with the Contract Documents. Special inspections are separate from and independent of tests and inspections conducted by the CONTRACTOR for the purposes of quality assurance and contract administration.
- B. Code or Building Code: 2020 New York State Uniform Building Code and Fire Prevention Code and supplement and specifically, Chapter 17 – Special Inspections and Tests.
- C. Authority Having Jurisdiction: Agency empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

1.3 OWNERS RESPONSIBILITIES

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

1.4 CONTRACTOR RESPONSIBILITIES

- A. CONTRACTOR shall be responsible for timely notification of all work to be inspected.
- B. CONTRACTOR shall request list of Special Inspections if they did not receive it before the first progress meeting. Not having a copy of the required special inspections does not relieve the CONTRACTOR of their obligation to obtain a copy.

- C. The work of the Special Inspection Agent in no way relieves CONTRACTOR of obligation to perform their Work in accordance with requirements of Contract Documents.
- D. CONTRACTOR shall pay for the re-inspection of defective work performed by them.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION

- 3.1 Special inspections shall be indicated as continuous or periodic.
 - A. Continuous special inspection: Special Inspection Agent shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
 - B. Periodic Special Inspection: Special Inspection Agent shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work. The OWNER shall make the determination as to the frequency and duration of the Periodic Special inspection.
- 3.2 RETESTING
 - A. Retesting required because of non-conformance to specified requirements shall be performed by the same Agency and paid for by the CONTRACTOR. Copies of all said reports must be submitted to the OWNER and reviewed by the ENGINEER for acceptance.
 - B. Retesting required because the Agency was called to the site for inspection, but the CONTRACTOR was not ready will be paid for by the CONTRACTOR.

END OF SECTION

SECTION 01 50 00
CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Change Order Procedure

1.2 Procedure for preparation of change orders

- 1.2.1 In accordance with Article 10 of the General Conditions the Owner may authorize changes in the work.
- 1.2.2 A Work Change Directive will be issued to the Contractor using Work Change Directive form which will provide the Contractor with direction as it relates to a change in the work or a proposed change in the work.
- 1.2.3 Contractor shall follow directions as indicated on the form and provide pricing accordingly for Owner approval and future incorporation into a Contract Change Order.
- 1.2.4 Contractor shall respond to all Work Change Directives promptly.
- 1.2.5 Once change proposal is received, the Directors Representative will promptly review and determine if pricing submission is complete and in line with the contract Cost Computation requirements. If deemed acceptable, the proposal will be forwarded to the Director for final signature and approval.
- 1.2.6 After Director signature on the Work Change Directive, the Contractor shall proceed with the Work.
- 1.2.7 For Work Change Directives to become billable, the Director will issue contract Change Order either reassigning the amount from a Contract Allowance or as an add to the total Contract amount.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 PRODUCTS

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

1.3 PRODUCT DELIVERY REQUIREMENTS

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

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

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

- I. Arrange storage of products to permit access for OWNER inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

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

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Owner will consider requests for Substitutions only within 5 days after date of Owner-Contractor Agreement. Requests for substitutions shall be made in a timely manner and in conjunction with the project schedule so as not to delay the project. Additionally, the substitution will only be considered when the Engineer is given adequate time to review the submittal and respond without negative impact on the Project Schedule.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- D. Substitution Request Forms: Each substitution request shall be made on the forms indicated below. Forms must be filled out completely and signed by the Bidder/Contractor.
 - 1. During Bidding: CSI Form 1.5C
 - 2. During Construction: CSI Form 13.1a
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

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SECTION 01 70 00
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 CLOSEOUT PROCEDURES

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

1.3 FINAL CLEANING

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

1.4 PROTECTING INSTALLED CONSTRUCTION

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

1.5 PROJECT RECORD DOCUMENTS

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

1.6 OPERATION AND MAINTENANCE DATA

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

Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify firm names, addresses, contact persons, and telephone numbers of Subcontractors and suppliers. Identify the following:

- 1) Significant design criteria.
- 2) List of equipment.
- 3) Parts list for each component.
- 4) Operating instructions.
- 5) Maintenance instructions for equipment and systems.
- 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

Part 3: Project documents and certificates, including the following:

- 7) Shop drawings and product data.
- 8) Certificates.
- 9) Originals of warranties.

4. Submit draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Owner comments. Revise content of all document sets as required prior to final submission.
5. Submit two sets of revised final volumes, within 10 days after draft is returned by Owner.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

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

6. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
7. Additional Requirements: As specified in individual product specification sections.

1.8 PRODUCT WARRANTIES

1. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers.
2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
3. Co-execute submittals when required.
4. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 71 23

FIELD ENGINEERING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Closeout: Section 01 77 16.

1.02 QUALITY ASSURANCE

- A. Employ an independent Land Surveyor, licensed to practice in the State of New York, for the duration of the Work, to certify the accuracy of the survey work.
 - 1. The word "independent" as used above means a person not in the regular employment of the Contractor or having any vested interest in the Contractor's business.

1.03 SUBMITTALS

- A. Submit the name, address, telephone number, and registration number of the Land Surveyor before starting the survey work.
- B. On request, submit documentation verifying accuracy of survey work.
- C. Upon completion of the Work, submit a certificate signed and sealed by the Land Surveyor, stating that the elevations and locations of the Work are in conformance with the Contract Documents.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Record location data for control points in sketch form and turn over 6 copies of sketches and computations to the Director's Representative.
- C. Submit Record Documents under provisions of Section 01 77 16.

1.05 TOOLS, EQUIPMENT, AND MATERIALS

- A. Furnish all tools, equipment, and materials required to perform the work of this Section.
- B. Permanent Survey Markers: Berntsen Aluminum Top Security Rod Monument with benchmark aluminum access cover and flat top cap to imprint information.
Stamp on cap "NEW YORK OLYMPIC REGIONAL DEVELOPMENT AUTHORITY,
STA. NO., NORTHING, EASTING, AND ELEVATION.

1.06 EXAMINATION

- A. Verify locations of control points prior to starting work.
- B. Promptly notify Director's Representative of any discrepancies discovered.

1.07 CONTROL POINTS

- A. Control datum for survey is indicated on the Drawings.
- B. Protect control points prior to starting site work; preserve control points during construction.
- C. Promptly report to Director's Representative the loss or destruction of any control point or relocation required because of changes in grades or other reasons.
- D. Replace dislocated control points based on original survey control. Make no changes without prior written notice to the Director's Representative.

1.08 ESTABLISHING CONTROL POINTS

- A. Prior to clearing or earthwork operations, install permanent survey markers at the coordinate locations shown on the drawings. Establish and record the exact coordinates of these markers to within one one-hundredth of a foot horizontally.
- B. Reference coordinates and elevations to the horizontal and vertical datum provided for this contract.
- C. Locate each permanent survey marker from at least 3 points of permanent reference.

1.09 SURVEY REQUIREMENTS

- A. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent survey markers to be used as bench marks for vertical control on the Site where indicated on the Drawings and referenced to established control points. Record locations, with horizontal and vertical data to within one one-hundredth of a foot, on Project Record Documents.
- C. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- D. Verify disturbed layouts by same means.

1.10 FIELD ENGINEERING FOR GENERAL EARTHWORK

- A. Provide not less than one stake for each 2,500 square feet where rough and finished grades are flatter than one foot of rise per 10 feet of run.

- B. Provide not less than one stake for each 2,000 square feet where rough and finished grades are greater than one foot of rise per 10 feet of run but less than one foot of rise per 4 feet of run.
- C. Provide not less than one stake for each 1,000 square feet where rough and finished grades are greater than one foot of rise per 4 feet of run.
- D. Provide stakes spaced not more than 50 feet apart along centerline of ditches and swales. Provide additional stakes at right angles to centerline, and opposite each centerline stake, to mark bottom and top of slopes.
- E. Mark each stake with the correct finished grade elevation and the appropriate cut or fill at that stake.

1.11 FIELD ENGINEERING FOR DRAINAGE STRUCTURES, PIPES, CULVERTS, AND TUNNELS

- A. Drainage Structures: Provide stakes marked with inverts. Also mark structure number if indicated on Drawings.
- B. Pipes, Culverts, and Tunnels: Provide stakes at each end marked with inverts.

1.12 FIELD ENGINEERING FOR CHANNELS AND ROADWAY STRUCTURES

- A. Channels: Provide stakes at centerline of channel at each side of roadway structure.
- B. Roadway Structures: Stake centerline of structural bearing points, footings, anchor bolts, and other features.

1.13 FIELD ENGINEERING FOR ROADWAYS AND PAVING WORK

- A. Place two offset stakes at each centerline station (50 foot intervals) and at tangent points, radius points, abrupt changes in grade, super-elevation, and other locations necessary to maintain layout and grade control.
- B. Mark each stake with the correct centerline station number, description, offset and cut or fill.
- C. Restore faded or illegible markings.
- D. Provide pins and hubs directly adjacent to the Work at a spacing of 25 feet. Mark pins and affix string lines to provide adequate horizontal and vertical control for paving work.
- E. Immediately following placement of the final paving course and prior to project closeout, re-establish and mark the location of all centerline stations with masonry nails at least 2 inches long. Drive nail heads flush with the pavement surface.
- F. For points of curve and tangent points provide identifying markings at the outside edge of each lane.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 77 16

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Other provisions pertaining to this Section are included in Article 9 of the General Conditions.

1.02 CONTRACT CLOSEOUT INSPECTIONS

- A. The following 3 inspections will be made in addition to the normal inspections to ensure that all Contract requirements are met and that the Work is complete and acceptable. The purpose of each of these inspections is to furnish the Contractor a written list of Contract exceptions, omissions, and incomplections so that the Work can be progressed to timely completion in accordance with the Contract Documents.
 - 1. Detailed Inspection: The "Detailed Inspection" will be made when the Work is substantially complete. A copy of the detailed inspection list will be furnished to the Contractor. When this inspection progresses over any length of time, copies of the list will be furnished as the inspection progresses so that the Contractor may proceed with the required Work without delay.
 - 2. Final Inspection: The Contractor will be advised by letter of the date and time of final inspection. A copy of the final inspection list containing all incomplete or unsatisfactory items and the time allowed to complete the Work will be furnished to the Contractor.
 - 3. Joint Inspection for Physical Completion: The joint inspection for physical completion may be made to verify completion of the exception items listed on the final inspection list so that the physical completion date (defined in the General Conditions) may be established.

1.03 FINAL CLEANING

- A. Perform final cleaning prior to joint inspection for physical completion. Leave the premises in a neat, unobstructed condition, the work areas broom clean (except where more thorough cleaning is specified), and everything in perfect repair and adjustment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove tools, equipment, waste and surplus materials, rubbish, and construction facilities from the premises as soon as possible upon completion of the Work.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, 2 sets of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Project Manual.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish (first) (main) floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract Drawings.
- E. Upon completion of the work, create electronic versions of the project record documents. Documents are to be scanned into PDF Format.
 - 1. The scanned images are to be put on a compact disc (CD) using ISO 9660 format. Name the electronic files with the same name as the drawing. Create a folder on the CD for each trade and one for Shop Drawings.
 - 2. Label the CD with the project number, name, and title as it appears on the project manual cover. If there is more than one CD include notation to that effect on the label: i.e., 1 of 3, 2 of 3, 3 of 3. The Project record documents and CD(s) are to be turned over to the Director's Representative.
- F. Applications for progress payments will not be approved if the record documents are not kept current. Application for final payment will not be approved until the project record documents are delivered to the Director's Representative.

1.05 OPERATION AND MAINTENANCE DATA

- A. Prepare 2 sets comprised of 8-1/2 x 11 inch text pages bound in capacity expansion binders with durable plastic covers identified with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required. Prepare a printed Table of Contents for each volume, with each product or system description identified. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs:

Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.

Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:

1. Significant design criteria.
2. List of equipment.
3. Parts list for each component.
4. Operating instructions.
5. Maintenance instructions for equipment and systems.
6. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Air and water balance reports.
3. Certificates.
4. Photocopies of warranties.

- B. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with the Director's comments. Revise content of documents as required prior to final submittal.
- C. Submit 2 volumes prior to final Application for Payment.

1.06 WARRANTIES

- A. Furnish warranty certification and copies of warranties that extend beyond the one year period required by the General Conditions. Warranties submitted without warranty certification will not be accepted.
1. Warranty Certification: Written certification from the warrantor that invoices for installation, service, supplies, and warranty fees have been paid in full to persons or firms due payment, and that the warranty is in effect and non-retractable due to any of the specified conditions.
- B. Prepare printed Table of Contents and assemble warranty certifications and warranty copies in a binder with a durable plastic cover.
- C. Deliver the binder to the Director's Representative prior to final Application for Payment.
- D. Applications for final payment will not be approved until the warranty certification and warranty documents are delivered to the Director's Representative.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Label and deliver spare parts, maintenance items, and extra materials to the Site. Place in locations as directed.
1. Include "NOT FOR WARRANTY REPAIRS" on the labels.
 2. Obtain receipt prior to final payment.
- B. Do not use the spare parts and maintenance materials required by the Contract Documents to remedy defects during the one-year period described in Paragraph 9.8 of

the General Conditions except when approved otherwise by authorized Facility Representative. In such cases, replace items used.

- C. Furnish the names, business addresses, and telephone numbers of fully equipped authorized service organizations to the Director's Representative.
- D. Applications for final payment will not be approved until these items are delivered to the Director's Representative.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

GOR.21.001.100 – Structural Steel Contract

Technical Specifications

PLANROOM COPY - NOT FOR BIDDING

SECTION 05 12 00

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Structural steel.
2. Grout.

B. Related Requirements:

1. Section 053100 "Steel Decking" for field installation of shear connectors through deck.

1.3 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.4 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

STRUCTURAL STEEL FRAMING

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GOR.21.001.100

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication of structural-steel components. Shop drawings shall be prepared by a professional detailer regularly engaged in this type of work. Whole or partial reproductions of contract drawings or details will not be accepted.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data for all members.
 - 2. Include anchor rod and bearing plate embedment drawings as an initial submittal.
 - 3. Include erection plans showing all individually labelled members.
 - 4. Include individual piece drawings for all members, components, plates, etc.
 - 5. Indicate all individual members and sub-assemblies that are to be hot dip galvanized.
 - 6. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 - 7. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.
- C. Delegated Design Submittal: For structural-steel connections indicated on Drawings to comply with design loads, include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.7 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- C. Product Test Reports: For the following:
 - 1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - 2. Direct-tension indicators.
 - 3. Tension-control, high-strength, bolt-nut-washer assemblies.
 - 4. Shop primers.
 - 5. Nonshrink grout.
- D. Survey of existing conditions, anchor bolt locations and leveling plate elevations.
 - 1. Survey shall be conducted before baseplates are fabricated and shop welded to columns.
 - 2. Baseplates shall be shop modified to account for irregularities in the anchor rod and levelling plates of up to 1".
 - 3. Field modifications to column baseplates should not be necessary.
 - 4. Irregularities in the anchor rod and levelling plates greater than 1" shall be corrected in the foundation.

1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU.
- B. Installer Qualifications: A qualified installer having a minimum of 10 years of continuous documented experience with projects of similar scope and complexity.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 360.
 - 3. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Connections: Design connections in accordance with ANSI/AISC 303 by fabricator's qualified professional engineer.

2.2 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992/A 992M.
- B. Channels, Angles: ASTM A 36/A 36M.

- C. Plate and Bar: ASTM A 36/A 36M.
- D. Cold-Formed Hollow Structural Sections: ASTM A 500/A 500M, Grade B, structural tubing.
- E. Steel Pipe: ASTM A 53/A 53M, Type E or Type S, Grade B.
 - 1. Weight Class: Standard weight unless noted otherwise.
 - 2. Finish: Black except where indicated to be galvanized.
- F. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
 - 1. Direct-Tension Indicators: ASTM F 959, Type 325, compressible-washer type with plain finish. Design basis: Applied Bolting Squirter DTI washer or approved equal at all slip-critical connections.
- B. Headed Anchor Rods: ASTM F 1554, Grade 36, straight.
 - 1. Nuts: ASTM A 563 heavy-hex carbon steel.
 - 2. Plate Washers: ASTM A 36/A 36M carbon steel.
 - 3. Washers: ASTM F 436, Type 1, hardened carbon steel.
 - 4. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.
- C. Threaded Rods: ASTM A 36/A 36M.
 - 1. Nuts: ASTM A 563 heavy-hex carbon steel.
 - 2. Washers: ASTM A 36/A 36M carbon steel.
 - 3. Finish: Plain unless noted otherwise.
- D. Clevises and Turnbuckles: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1035.
- E. Sleeve Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1018.

2.4 PRIMER

- A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.

2.5 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.6 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.
 - 1. Camber structural-steel members where indicated.
 - 2. Fabricate beams with rolling camber up.
 - 3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
 - 4. Mark and match-mark materials for field assembly.
 - 5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Steel Wall-Opening Framing: Select true and straight members for fabricating steel wall-opening framing to be attached to structural-steel frame. Straighten as required to provide uniform, square, and true members in completed wall framing. Build up welded framing, weld exposed joints continuously, and grind smooth.
- F. Welded Door Frames: Build up welded door frames attached to structural-steel frame. Weld exposed joints continuously and grind smooth. Plug-weld fixed steel bar stops to frames. Secure removable stops to frames with countersunk machine screws, uniformly spaced not more than 10 inches on center unless otherwise indicated.
- G. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 - 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.7 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened unless noted otherwise. Slip critical at braced frames and members with reversed loading unless noted otherwise.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.8 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 - 2. Surfaces to be field welded.
 - 3. Surfaces of high-strength bolted, slip-critical connections.
 - 4. Surfaces to receive spray applied fireproofing.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 - 1. SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 - 2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

2.9 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
 - 1. Fill vent and drain holes that are exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.
 - 2. Galvanize all exterior exposed steel framing.

3. All galvanized assemblies shall be fully shop fabricated before hot dip galvanizing. Galvanizing repair systems are intended to be used only to repair blemishes from the hot dip process and minor field marks. Field cutting, drilling, reaming, grinding of hot dip galvanized finishes are not allowed, and galvanizing repair systems are not intended to be used to patch field modifications.
4. Shop paint galvanized assemblies with a compatible finish paint per Section 099113 "Exterior Painting"

2.10 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
 1. Provide testing agency with access to places where structural steel work is being fabricated or produced to perform tests and inspections.
- B. Bolted Connections: Inspect shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 1. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 2. Ultrasonic Inspection: ASTM E 164.
- D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
 1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
 2. Fabricate baseplates and column bases to account for variations from plan locations and elevations of up to 1" so that further field modification of baseplates is unnecessary.
- B. Proceed with fabrication and erection only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
 - 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Baseplates Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on setting nuts as detailed.
 - 2. Weld plate washers to top of baseplates with a minimum of 1/4" fillet welds at two sides of each plate washer.
 - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed.
 - 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened unless noted otherwise. Slip critical at braced frames and members with reversed loading unless noted otherwise.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Verify structural-steel materials and inspect steel frame joint details.
 - 2. Verify weld materials and inspect welds.
 - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Bolted Connections: Inspect and test bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.
 - 1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - b. Ultrasonic Inspection: ASTM E 164.

3.6 REPAIRS AND PROTECTION

- A. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

END OF SECTION 05 12 00

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SECTION 05 31 00

STEEL DECKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Acoustical cellular roof deck.
2. Composite floor deck.

1.2 SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.

B. Shop Drawings:

1. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

C. Welding certificates.

D. Product Certificates: For each type of steel deck.

E. Product Test Reports: For tests performed by a qualified testing agency, indicating that each of the following complies with requirements:

1. Power-actuated mechanical fasteners.
2. Acoustical roof deck.

F. Field quality-control reports.

1.3 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

C. FM Global Listing: Provide steel roof deck evaluated by FM Global and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.
 - 1. Protect and ventilate acoustical cellular roof deck with factory-installed insulation to maintain insulation free of moisture.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 ACOUSTICAL ROOF DECK

- A. Manufacturers:
 - 1. Nucor, www.nucor.com
 - 2. New Millennium, www.newmill.com
 - 3. Cordeck, www.coredeck.com
 - 4. DACS, Inc., www.dacsinc.com
- B. Acoustical Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, and with the following:
 - 1. Galvanized and Shop-Primed Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 40, G60 zinc coating; cleaned, pretreated, and primed with manufacturer's standard baked-on, rust-inhibitive primer.
 - a. Color: Gray top surface with white underside.
 - 2. Cellular Deck Profile: Type 3DR, deep rib, with bottom plate.
 - 3. Profile Depth: 3 inches.
 - 4. Design Uncoated-Steel Thicknesses; Deck Unit/Bottom Plate: 0.0474 / 0.0474 inch.
 - 5. Span Condition: Triple span or more.
 - 6. Side Laps: Overlapped or interlocking seam at Contractor's option.

7. Acoustical Perforations: Cellular deck units with manufacturer's standard perforated flat-bottom plate welded to ribbed deck.
8. Sound-Absorbing Insulation: Manufacturer's standard premolded roll or strip of glass or mineral fiber..
 - a. Factory install sound-absorbing insulation into cells of cellular deck.
9. Acoustical Performance: NRC 0.80, tested according to ASTM C 423.

2.3 COMPOSITE FLOOR DECK

A. Manufacturers:

1. Nucor, www.nucor.com
2. New Millennium, www.newmill.com
3. Cordeck, www.coredeck.com
4. DACS, Inc., www.dacsinc.com

B. Composite Floor Deck: Fabricate panels, with integrally embossed or raised pattern ribs and interlocking side laps, to comply with "SDI Specifications and Commentary for Composite Steel Floor Deck," in SDI Publication No. 31, with the minimum section properties indicated, and with the following:

1. Galvanized and Shop-Primed Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 50, G60 zinc coating; with unpainted top surface and cleaned and pretreated bottom surface primed with manufacturer's standard white baked-on, rust-inhibitive primer.
2. Profile Depth: 2 inches.
3. Design Uncoated-Steel Thickness: 0.0474 inch.
4. Span Condition: Triple span or more.

2.4 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. Side-Lap Fasteners: Button punch.
- D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0474-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.

- F. Pour Stops and Girder Fillers: Steel sheet, minimum yield strength of 33,000 psi, of same material and finish as deck, and of thickness and profile indicated.
- G. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck unless otherwise indicated.
- H. Piercing Hanger Tabs: Piercing steel sheet hanger attachment devices for use with floor deck.
- I. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.
- B. Install temporary shoring before placing deck panels if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
 - 1. Align cellular deck panels over full length of cell runs and align cells at ends of abutting panels.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
- I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.3 ROOF-DECK INSTALLATION

- A. Fasten roof-deck panels to steel supporting members by power actuated fasteners:
1. PAF shall meet or exceed the capacity of 3/4 inch, nominal puddle welds.
 2. PAF Spacing: Fasten edge and interior ribs of deck units with a minimum of four welds per deck unit at each support. Space PAF 16 inches apart in the field of roof and 8 inches apart in roof corners and perimeter, based on roof-area definitions in FMG Loss Prevention Data Sheet 1-28.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of one-half of the span or 18 inches, and as follows:
1. Mechanically clinch or button punch without visible damage to bottom surface..
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 2 inches, with end joints as follows:
1. End Joints: Butted.
- D. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Mechanically fasten to substrate to provide a complete deck installation.
1. Mechanically fasten cover plates at changes in direction of roof-deck panels with low profile head screws unless otherwise indicated.
- E. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.
- F. Sound-Absorbing Insulation: Factory installed between flutes and cellular pans.

3.4 FLOOR-DECK INSTALLATION

- A. Fasten floor-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated and as follows:
1. Weld Diameter: 3/4 inch, nominal.
 2. Weld Spacing: Weld edge ribs of panels at each support. Space additional welds an average of 12 inches apart, but not more than 18 inches apart.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of one-half of the span or 36 inches, and as follows:
1. Mechanically clinch or button punch.

- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 2 inches, with end joints as follows:
 - 1. End Joints: Butted.
- D. Pour Stops and Girder Fillers: Weld steel sheet pour stops and girder fillers to supporting structure according to SDI recommendations unless otherwise indicated.
- E. Floor-Deck Closures: Weld steel sheet column closures, cell closures, and Z-closures to deck, according to SDI recommendations, to provide tight-fitting closures at open ends of ribs and sides of deck.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Field welds will be subject to inspection.
- C. Prepare test and inspection reports.

3.6 PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.
- B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on both surfaces of prime-painted deck immediately after installation, and apply repair paint.
 - 1. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.

END OF SECTION 05 31 00

SECTION 07 81 00

APPLIED FIREPROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Spray-on mineral fiber fireproofing for interior structural steel.

B. Related Requirements:

1. Section 01 10 02 – Summary of Work - Multiple Prime: Coordination of work between trades for clips, hangers, and patching.
2. Section 05 12 00 - Structural Steel Framing: Framing, anchor rods, and base plates.
3. Section 05 31 00 - Steel Floor Decking: Structural metal floor deck.

1.2 REFERENCE STANDARDS

A. Association of the Wall and Ceiling Industry:

1. AWCI 12-B - Standard Practice for the Testing and Inspection of Field Applied Thin Film Intumescent Fire-Resistive Materials.

B. ASTM International:

1. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
2. ASTM C847 - Standard Specification for Metal Lath.
3. ASTM D2240 - Standard Test Method for Rubber Property - Durometer Hardness.
4. ASTM D2794 - Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
5. ASTM D4541 - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
6. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
7. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
8. ASTM E605 - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members.
9. ASTM E736 - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.
10. ASTM E760 - Standard Test Method for Effect of Impact on Bonding of Sprayed Fire-Resistive Material Applied to Structural Members.
11. ASTM E761 - Standard Test Method for Compressive Strength of Sprayed Fire-Resistive Material Applied to Structural Members.

12. ASTM E859 - Standard Test Method for Air Erosion of Sprayed Fire-Resistive Materials (SFRMs) Applied to Structural Members.
13. ASTM E937 - Standard Test Method for Corrosion of Steel by Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members.
14. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

- C. Intertek Testing Services (Warnock Hersey):
1. WH - Certification Listings.

- D. UL:
1. UL - Fire Resistance Directory.

1.3 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
- B. Coordinate Work of this Section with Work of other Sections and Contracts requiring support by or attachment to structural frame.

1.4 PREINSTALLATION MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Requirements for preinstallation meeting.
- B. Convene minimum one week prior to commencing Work of this Section.

1.5 SEQUENCING

- A. Sequence Work in conjunction with placement of ceiling hanger tabs, partition track, pipe and equipment hangers, and electrical components.

1.6 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information indicating product characteristics, performance criteria, and limitations of use.
- C. Manufacturer's Certificates:
 1. Certify that applied fireproofing products meet or exceed specified requirements.
 2. Certify that applied fireproofing products contain no asbestos or other finely divided particulate matter that can be released as an airborne health hazard during or after application.
- D. Test and Evaluation Reports:
 1. Indicate following:

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- a. Compressive Strength: ASTM E761.
- b. Dry Density: ASTM E605.
- c. Bond Strength of Fireproofing: ASTM E736.
- d. Bond Impact: ASTM E760.
- e. Fire test reports of fireproofing application to substrate materials, including primers, similar to Project conditions, conducted according to ASTM E84 and ASTM E119.
- f. Conformance to selected fire-rated assemblies by specified testing agency.
- g. Air Erosion: ASTM E859.
- h. Corrosion: ASTM E937.
- i. Mold Resistance: ASTM C665 or ASTM G21.

E. Manufacturer Instructions: Submit information including special procedures and conditions requiring special attention.

F. Qualifications Statements:

1. Submit qualifications for manufacturer, applicator
2. Submit manufacturer's approval of applicator.

G. Manufacturer's Certificate:

1. Certify that products meet or exceed specified sustainable design requirements.
2. Indoor Air Quality Certificates:
 - a. Certify VOC content for each interior paint and coating.

1.7 QUALITY ASSURANCE

A. Fireproofing Assembly:

1. Rating: As indicated on Drawings.
2. Tested Rating: Determined according to ASTM E119.

B. Surface-Burning Characteristics: Maximum 25/450 flame-spread/smoke-developed index when tested according to ASTM E84.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience, and listed or meeting requirements of specified fire-resistance assembly.

B. Applicator: Company specializing in performing Work of this Section with minimum three years' experience and approved by manufacturer.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.10 AMBIENT CONDITIONS

- A. Minimum Conditions: Maintain ambient and substrate temperature of 40 deg. F during and for minimum 24 hours before, during, and after application of fireproofing, unless otherwise recommended by manufacturer.
- B. Provide ventilation in areas to receive fireproofing during application, for minimum of 24 hours afterward, and until applied materials reach fully dried state.

1.11 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.
- B. Furnish one-year manufacturer's warranty for applied fireproofing.
- C. Furnish one-year applicator's warranty for applied fireproofing to remain free from cracking, spalling, blistering, or loss of adhesion from applied surfaces.

PART 2 - PRODUCTS

2.1 PERFORMANCE AND DESIGN CRITERIA

- A. Applied (Spray-On) Fireproofing Systems:
 - 1. Provide UL fire-rated assemblies to hourly ratings as follows:
 - a. Interior Beams:
 - 1) Design No. D902; 1 hr. (Basis of Design)
 - a) Reference 2.2(A) for alternate designs for other proprietary products.
- B. Air Erosion: Maximum 0.025 g/sq. ft. allowable weight loss of fireproofing when tested according to ASTM E859.
- C. Corrosion: No contribution to corrosion of steel test panels when tested according to ASTM E937.
- D. Mold Resistance: Material to show resistance to fungi growth when tested according to ASTM C665 requirements for fungi resistance of insulation, or ASTM G21.

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PART 2 - PRODUCTS

2.1 SPRAY-ON CEMENTITIOUS FIREPROOFING

- A. **Scope: All upper-level interior steel beams West of and inclusive of Column line F.**
- B. Manufacturers:
1. GCP Applied Technologies Inc., MonoKote
 - a. Use UL Design No. D925; 1 hr.
 2. Isolatek International, Type 300 (Basis of Design)
 3. American Sprayed Fibers, Inc.; Dendamix
 - a. Use UL Design No. D940; 1 hr.
 4. Substitutions: As specified in Section 016000 - Product Requirements.
 - a. Contractor to submit full system, Substitutions shall be submitted with proposed UL or WH design and all required components (such as product info for steel deck, concrete, reinforcing, minimum beam size, etc) within to satisfy entire system listed in design.
- C. Medium-Density Cementitious Type:
1. Description: Factory-mixed portland cement blended for uniform texture with mineral aggregates or mineral fibers and additives, without chlorides.
 2. Comply with following requirements:
 - a. Type: As recommended by manufacturer for concealed and semi-exposed interior applications.
 - b. Compressive Strength:
 - 1) Comply with ASTM E761.
 - c. Dry Density:
 - 1) Comply with ASTM E605.
 - d. Bond Strength:
 - 1) Comply with ASTM E736.
 - e. Bond Impact:
 - 1) Comply with ASTM E760.
 - 2) No cracking, flaking, or delamination.

2.2 ACCESSORIES

- A. Primer, Adhesive, Bonding Agent, and Coating: As recommended by fireproofing manufacturer.
- B. Water: Clean and potable.
- C. Patching Compound: as recommended by the manufacturer and approved for use as patching material for the specific UL or WH design.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for application examination.
- B. Verify that surfaces are ready to receive fireproofing.
- C. Verify that clips, hangers, supports, sleeves, and other items that penetrate fireproofing are in place.
- D. Verify that ducts, piping, equipment, and other items that may interfere with application of fireproofing have not been installed.
- E. Verify that voids and cracks in substrate have been filled.
- F. Verify that projections have been removed where fireproofing will be exposed to view as finish material.
- G. Verify that roof traffic has ceased and that roof-mounted equipment is in place.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for application preparation.
- B. Perform tests as recommended by fireproofing manufacturer in situations where adhesion of fireproofing to substrate is in question.
- C. Remove incompatible materials affecting bond by scraping, brushing, scrubbing, or sandblasting.
- D. Prepare substrates to receive fireproofing.
- E. Apply fireproofing manufacturer's recommended bonding agent on primed steel.
- F. Protect surfaces not scheduled for fireproofing and equipment from damage by overspray, fallout, and dusting.
- G. Close off and seal duct work in areas where fireproofing is being applied.
- H. Provide temporary enclosure to prevent spray from contaminating air.

3.3 APPLICATION

- A. Spray-On Cementitious Fireproofing:

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1. Apply primer adhesive, primer coating, and fireproofing.
2. Apply fireproofing in sufficient thickness to achieve required fire ratings, with as many passes as necessary to cover with monolithic blanket of uniform density and texture.
3. In exposed locations, trowel surface smooth and form square edges, using tools and procedures as recommended by fireproofing manufacturer.
4. Patch damaged Work.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 1. Test and inspect as required by Chapter 17 of the applicable building code.

3.5 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Remove excess material, overspray, droppings, and debris.
- C. Remove fireproofing from materials and surfaces not required to be fireproofed.
- D. At exposed fireproofing, clean surfaces that have become soiled or stained, using manufacturer's recommended procedures.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect fireproofing, according to advice of manufacturer and installer, from damage resulting from construction operations or other causes, so fireproofing will be without damage or deterioration at time of Substantial Completion.
- C. As installation of other construction proceeds, inspect fireproofing and repair damaged areas and fireproofing removed due to work of other trades.
- D. Repair fireproofing damaged by other work before concealing it with other construction.
- E. Repair fireproofing by reapplying it using same method as original installation, or using products and methods recommended by manufacturer to maintain required fire-resistance rating.

END OF SECTION

SECTION 09 90 00

PAINTING AND COATING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints and other coatings.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
 - 2. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
 - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. Painting and Decorating Contractors of America:
 - 1. PDCA - Architectural Painting Specification Manual.
- C. SSPC: The Society for Protective Coatings:
 - 1. SSPC - Steel Structures Painting Manual.

1.3 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on finishing products.
- C. Samples:
 - 1. Submit paper chip samples, illustrating range of colors available for each surface finishing product scheduled.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
- B. Operation and Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.6 QUALITY ASSURANCE

A. Surface Burning Characteristics:

1. Fire Retardant Finishes: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
- B. Applicator: Company specializing in performing work of this section with minimum three years experience.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Paint Materials: Store at minimum ambient temperature of 45 degrees F and maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements.
- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- C. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

1.10 SEQUENCING

- A. Section 01 10 00 - Summary: Work sequence.
- B. Sequence application to the following:
 1. Do not apply finish coats until paintable sealant is applied.

1.11 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Product warranties and product bonds.
- B. Furnish five year manufacturer warranty for paints and coatings.

1.12 EXTRA MATERIALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.
- B. Supply 1 gallons of each color, type; store where directed.
- C. Label each container with color, type, texture, and room locations, in addition to manufacturer's label.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Manufacturers:
 - 1. Tnemec Inc.
 - 2. Sherwin-Williams.
 - 3. PPG Industries.
 - 4. Devoe Paint Co.
 - 5. Benjamin Moore.
 - 6. H&C Concrete
 - 7. Substitutions: Section 01 60 00 - Product Requirements.

2.2 COMPONENTS

- A. Coatings: Ready mixed, except field catalyzed coatings. Prepare coatings:
 - 1. To soft paste consistency, capable of being readily and uniformly dispersed to homogeneous coating.
 - 2. For good flow and brushing properties.
 - 3. Capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve finishes specified; commercial quality.
- C. Patching Materials: Latex filler.
- D. Fastener Head Cover Materials: Latex filler.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify surfaces and substrate conditions are ready to receive Work as instructed by product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report conditions capable of affecting proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Concrete: 12 percent.

3.2 PREPARATION

- A. Surface Appurtenances: Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces capable of affecting work of this section.
- C. Marks: Seal with shellac those which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
- F. Concrete Floors: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- G. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- I. Concrete Surfaces Scheduled to Receive Sealer Finish: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

- J. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- K. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- L. Metal Doors Scheduled for Painting: Prime metal door top and bottom edge surfaces.

3.3 APPLICATION

- A. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- B. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.
- C. Sand all wood and metal surfaces lightly between coats to achieve required finish.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Where clear finishes are required, tint fillers to match wood. Work fillers into grain before set. Wipe excess from surface.

3.4 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect and test questionable coated areas.

3.5 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Collect waste material which may constitute fire hazard, place in closed metal containers, and remove daily from site.

3.6 SCHEDULE - INTERIOR SURFACES

- A. Gypsum Board (walls/ceilings):
 - 1. One coat of alkyd primer sealer.
 - 2. Two coats of latex enamel, satin.
- B. Exterior Steel – Exposed to weather, Shop Primed and top coated.
 - 1. One coat of high build polyamide epoxy. Dry film thickness: 5-10 mils.

2. Two coats of polyester modified, aliphatic acrylic polyurethane, semi-gloss. Dry film thickness: 3-6 mils.
 3. Basis of Design Product:
 - a. Primer: Sherwin Williams Macropoxy 646
 - b. Top Coat: Sherwin Williams Acrolon 218 HS
- C. Steel – Shop Primed (Steel Deck and Structural Steel, Steel Doors and Frames):
1. Touch-up with zinc chromate primer.
 2. One coat of high build polyamide epoxy. Dry film thickness: 5-10 mils.
 3. Two coats of polyester modified, aliphatic acrylic polyurethane, semi-gloss. Dry film thickness: 3-6 mils.
- D. Uncoated Steel and Iron Surfaces (All exposed steel including steel brackets and x-bracing, exposed ductwork and conduits, sprinkler piping and hangers, etc.):
1. Touch-up with zinc chromate primer.
 2. One coat of high build polyamide epoxy. Dry film thickness: 5-10 mils.
 3. Two coats of polyester modified, aliphatic acrylic polyurethane, semi-gloss. Dry film thickness: 3-6 mils.
- E. Wood (Architectural Wood Wall Panels, Wood Ceiling Panels, and all Trim):
1. Two coats of interior oil-based transparent polyurethane.
- F. Sealer for Concrete Floors
1. Two Coats of water-based low-sheen clear concrete sealer
 - a. Basis of Design: H&C ClariShield Natural Look Clear Concrete Sealer

END OF SECTION

Appendix “A” – Prevailing Wage Schedule

PLANROOM COPY - NOT FOR BIDDING



Kathy Hochul, Governor

Roberta Reardon, Commissioner

ORDA

Kirk Bassarab, Assistant Director, OEPC
2634 Main St.
Olympic Center
Lake Placid NY 12946

Schedule Year 2021 through 2022
Date Requested 01/31/2022
PRC# 2022000988

Location Ski Bowl Road
Project ID# GOR.21.001.100
Project Type Structural Steel Contract

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

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

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

ORDA

Kirk Bassarab, Assistant Director, OEPC
2634 Main St.
Olympic Center
Lake Placid NY 12946

Schedule Year 2021 through 2022
Date Requested 01/31/2022
PRC# 2022000988

Location Ski Bowl Road
Project ID# GOR.21.001.100
Project Type Structural Steel Contract

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____		

City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/1A999.pdf>

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

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Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
 - First offense: Up to \$2,500 per employee
 - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
 - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

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Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of
the Labor Laws
of 2007:

**These wages are set by law and must be posted
at the work site. They can also be found at:**
www.labor.ny.gov

If you feel that you have not received proper wages or benefits,
please call our nearest office.*

Albany	(518) 457-2744
Binghamton	(607) 721-8005
Buffalo	(716) 847-7159
Garden City	(516) 228-3915
New York City	(212) 932-2419
Newburgh	(845) 568-5156

Patchogue	(631) 687-4882
Rochester	(585) 258-4505
Syracuse	(315) 428-4056
Utica	(315) 793-2314
White Plains	(914) 997-9507

* For New York City government agency construction projects, please
contact the Office of the NYC Comptroller at (212) 669-4443, or
www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

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Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Warren County General Construction

Boilermaker

01/01/2022

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

01/01/2022

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Warren

WAGES

Per hour:

07/01/2021

07/01/2022

07/01/2023

07/01/2024

Additional

Additional

Additional

Carpenter	\$ 29.05	\$ 1.90	\$ 1.75	\$ 1.75
Floor Coverer	29.05	1.90	1.75	1.75
Carpet Layer	29.05	1.90	1.75	1.75
Dry-Wall	29.05	1.90	1.75	1.75
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver -Dry Day	30.05	1.90	1.75	1.75
Diver Tender	30.05	1.90	1.75	1.75

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 \$ 23.34

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

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

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

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

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-War

Carpenter - Building / Heavy&Highway

01/01/2022

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

01/01/2022

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

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

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

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

01/01/2022

JOB DESCRIPTION Electrician

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.
Otsego: Only the Towns of Decatur and Worcester

WAGES

Per hour

07/01/2021

Electrician	\$ 42.70
Audio/Sound	42.70
Video	42.70
Tele-Data	42.70
Solar/ Photovoltaic	42.70

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 27.42
	+3% of wage

OVERTIME PAY

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

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY 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 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

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%

For Projects Bid on or After 09/01/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY 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%

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

Apprentices indentured on or before 12/31/2018

0-12 month term	\$ 13.08*
2 - 5th year term	27.42*

*Plus additional 3% of wage

Apprentices indentured on or after 1/1/2019

0-12 Month Term	\$ 13.08*
2nd Year Term	21.70*
3rd Year Term	22.84*
4 - 5th Year Term	27.42*

*Plus additional 3% of wage

1-236

Elevator Constructor

01/01/2022

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

Journey person/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 Journeyperson/Helper

1-35

Glazier

01/01/2022

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

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

01/01/2022

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

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

Journeyperson \$ 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 Journeyperson's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	\$ 23.20

1-40

Ironworker

01/01/2022

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 Worchester.

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%

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

01/01/2022

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%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822ew

Laborer - Heavy&Highway

01/01/2022

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, Gunite, 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

01/01/2022

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

01/01/2022

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

01/01/2022

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

01/01/2022

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

Lineman Electrician - Tree Trimmer

01/01/2022

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*

*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	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage

* 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

01/01/2022

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

01/01/2022

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 - Building

01/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES

Per hour 07/01/2021

Bricklayer	\$ 38.69
Cement Mason(Bldg)	38.69
Plasterer/Fireproofing*	38.69
Pointer/Caulker/Cleaner	38.69
Stone Mason	38.69
Acid Brick	39.19

(*)Fireproofing of 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 \$ 22.28

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey'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 \$ 22.28

12-2b.1

Mason - Heavy&Highway

01/01/2022

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

01/01/2022

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
Heavy & Highway

\$ 30.20

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

01/01/2022

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,whirlies, 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

01/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose/Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker (SP), Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn Belt Type Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill (Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator (Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2021	07/01/2022
Master Mechanic	\$ 49.43	\$ 51.03
Class A*	47.82	49.42
Class B	46.91	48.51
Class C	44.34	45.94

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 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 Journeyman'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 - Survey Crew

01/01/2022

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

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

01/01/2022

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, Schuylar, 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

01/01/2022

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

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

WAGES

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

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant (non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pumpcrete; 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.); Guniting Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on); Tie Handler (ride-on); Tie Insertor (ride-on); Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp; Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinus 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	01/01/2022

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	
Journeyperson	\$ 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 Journeyperson'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

01/01/2022

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 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 41.20 + 6.90*	\$ 42.40 + 7.70*
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 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

01/01/2022

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

	07/01/2021	07/01/2022
Painter (Striping-Highway)		
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

01/01/2022

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

01/01/2022

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Clinton, Warren, Washington

PARTIAL COUNTIES

Saratoga: Entire county except the Townships of Stillwater, Halfmoon, Galway, Milton, Charlton, Clifton Park and City of Mechanicville.

WAGES

Per hour

07/01/2021

Plumber &
Steamfitter

\$ 38.65

SUPPLEMENTAL BENEFITS

Per hour

Journeyman

\$ 21.65
+10.78*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's wage

1st yr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 18.48 + 5.39*
2nd yr	19.11 + 6.47*
3rd yr	19.75 + 7.55*
4th yr	20.38 + 8.62*
5th yr	21.02 + 9.70*

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

* This portion per hour paid.

Roofer

01/01/2022

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

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

01/01/2022

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

01/01/2022

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES

Per hour 07/01/2021

Sprinkler Fitter \$ 38.96

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 25.37

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.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 17.87	\$ 19.86	\$ 21.59	\$ 23.58	\$ 25.56	\$ 27.55	\$ 29.53	\$ 31.52	\$33.50	\$ 35.49

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
									1-669-3

Teamster - Building

01/01/2022

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

7-687B

Teamster - Building

01/01/2022

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2021	07/01/2022
Group A	\$ 28.52	\$ 29.02
Group B	28.82	29.32

SUPPLEMENTAL BENEFITS

Per hour	07/01/2021	07/01/2022
Journeyman	\$ 26.32	\$ 27.54

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway

01/01/2022

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

Teamster - Heavy&Highway

01/01/2022

JOB DESCRIPTION Teamster - Heavy&Highway

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DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour 07/01/2021

Group #1	\$ 32.65
Group #2	32.71
Group #3	32.80
Group #4	32.93
Group #5	33.09

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

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:

\$ 26.52
+\$1.00 per*
hour worked

(*) not applicable to paid holidays

OVERTIME PAY

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

HOLIDAY

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

1-294h/h

Welder

01/01/2022

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

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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.)

PLANROOM COPY - NOT FOR BIDDING

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29)

Juneteenth

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New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone: ()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners, Elevator Operators
☐ Moving furniture and equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

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

PLANROOM COPY - NOT FOR BIDDING

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DA		BOLTER CONSTRUCTION		2549 LINDEN STREET BELLMORE NY 11710	12/22/2016	12/22/2021
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

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DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023

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DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCSEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023

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DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

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DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIALE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

Appendix “B” – Addendums

PLANROOM COPY - NOT FOR BIDDING

Appendix “C” – Summary of Special Inspections

PLANROOM COPY - NOT FOR BIDDING

ORDA OFFICE OF ENVIRONMENTAL, PLANNING AND CONSTRUCTION

UNIFORM BUILDING CODE COMPLIANCE AND OTHER AOJ FOR BUILDING CONSTRUCTION



SUMMARY OF SPECIAL INSPECTIONS

OEPC Project No.: GOR.21.001

Instructions: BCNYS Section 1704.2.3 requires the project Designer to complete the Statement of Special Inspections as a condition for issuance of the Construction Permit. The Project Manager should coordinate with each Designer of Record to indicate if special inspection and testing of workmanship or materials is required for each of the construction categories listed below.

Complete this form for ALL projects. Additionally, when special inspections and testing are required and indicated below, complete the Statement of Special Inspections (BDC 406.1), and attach it to this form. Submit the completed form(s) to the Code Compliance Manager.

PROJECT INFORMATION:

DESIGNER INFORMATION:

Project Description: <i>(Project Title, Facility Name and Address)</i> North Creek Ski Bowl Lodge Gore Mountain North Creek, NY 12853	Architect/ Engineer/Consultant: Spring Line Design Architecture + Engineering, LLP	
	Name of Person Completing Form: <i>(if different from above)</i> Jack Stockli	
	Phone: (518) 487-4755 x108	Date: 01/26/2022
	Architect/ Engineer/Consultant: AES Northeast	
	Name of Person Completing Form: <i>(if different from above)</i> Matthew Reed	
Project Manager: Matthew Reed	Phone: (518) 561-1598	Date: 01/27/2022

If any of the categories below are checked "YES" indicating the requirement for special inspections and testing, the Designer is to complete the Statement of Special Inspections (BDC 406.1) detailing the level of inspection and testing to be provided for each construction category checked.

CONSTRUCTION CATEGORIES:

2016 BCNYS Section

Special Inspections and Testing Required?

A. Steel Construction	1705.2	☒ YES ☐ NO
B. Concrete Construction	1705.3	☒ YES ☐ NO
C. Masonry Construction	1705.4	☒ YES ☐ NO
D. Wood Construction	1705.5	☐ YES ☒ NO
E. Soils	1705.6	☒ YES ☐ NO
F. Pile Foundations Driven Deep Foundations	1705.7	☐ YES ☒ NO
G. Pier Foundations Cast-In-Place Deep Foundations	1705.8	☐ YES ☒ NO
H. Helical Pile Foundations	1705.9	☐ YES ☒ NO
I. Fabricated Items	1705.10	☐ YES ☒ NO
J. Wind Resistance	1705.11	☐ YES ☒ NO
K. Seismic Resistance	1705.12	☐ YES ☒ NO
L. Testing for Seismic Resistance	1705.13	☐ YES ☒ NO
M. Sprayed Fire-Resistance Materials	1705.14	☒ YES ☐ NO
N. Mastic and Intumescent Fire-Resistant Coatings	1705.15	☐ YES ☒ NO
O. Exterior Insulation and Finish System (EIFS)	1705.16	☐ YES ☒ NO
P. Fire-Resistant Penetration and Joints	1705.17	☒ YES ☐ NO

Comments:

Appendix “D” – Statement of Special Inspections

PLANROOM COPY - NOT FOR BIDDING

STATEMENT OF SPECIAL INSPECTIONS

Project No.:

Instructions: BCNYS Section 1704.2.3 requires the project Design Professional to complete the Statement of Special Inspections as a condition for issuance of the Construction Permit. Complete each section of this form as applicable, and submit it to the Code Compliance Manager with the Summary of Special Inspections (OEPC 406).

PROJECT INFORMATION:

DESIGNER INFORMATION:

CONSTRUCTION INFORMATION:

Project Description: <i>(Project Title, Facility Name and Address)</i> North Creek Ski Bowl Lodge Gore Mountain North Creek, NY 12853	Architect/Engineer/Consultant: Spring Line Design Architecture + Engineering, LLP AES Northeast		Project Manager in Charge:	
	Name of Person Completing Form: <i>(if different from above)</i> Jack Stockli Matthew Reed		Name of Person Completing Form: <i>(if different from above)</i>	
	Phone: (518) 487-4755 x108 (518) 561-1598	Date: 01/26/2022	Phone:	Date:
	Comments:		Comments:	
	Project Manager: Matthew Reed			

Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	A. Steel Construction				1705.2			
☒	1. Structural steel.	☒	☐	AISC 360 Chapter N.5	1705.2, 1705.2.1	051200	Verification of shop QA/QC, shop/field verification of connections and framing	
☒	2. Cold-formed steel deck.		☒	SDI QA/QC 2011	1705.2, 1705.2.2	053100		
☐	3. Installation of open-web steel joist and joist girders.		☐	SDI Specification (Section 2207.1)	1705.2, 1705.2.3, 1705.2.4			
	B. Concrete Construction				1705.3			
☒	1. Inspection of reinforcing steel, including prestressing tendons, and placement.		☒	ACI 318: Ch. 20, 25.2, 25.3, 26.6.1-26.6.3	1705.3, 1908.4	033000		

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Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	B. Concrete Construction				1705.3			
☐	2a. Reinforcing bar welding - Weldability of reinforcing bars other than ASTM A706.		☐	AWS D1.4; ACI 318: 26.6.4	1705.3, 1705.3.1			
☐	2b. Reinforcing bar welding - Single-pass fillet welds, maximum 5/16 inches.		☐	AWS D1.4; ACI 318: 26.6.4	1705.3, 1705.3.1			
☐	2c. Reinforcing bar welding - All other welds.	☐		AWS D1.4; ACI 318: 26.6.4	1705.3, 1705.3.1			
☒	3. Cast in concrete anchorage.		☒	ACI 318: 17.8.2	1705.3	033000		
☒	4a. Post installed concrete members - Adhesive anchors installed horizontally or upwardly inclined to resist sustained tension loads.	☒		ACI 318: 17.8.2.4	1705.3	033000		
☐	4b. Post installed concrete members - Mechanical anchors and adhesive anchors not defined in 4.a.		☐	ACI 318: 17.8.2				
☒	5. Verify use of required design mix.		☒	ACI 318: Ch. 19, 26.4.3, 26.4.4	1705.3, 1904.1, 1904.2, 1908.2, 1908.3	033000		
☒	6. Sampling fresh concrete: slump, air content, temperature, strength test specimens.	☒		ASTM C 172, ASTM C31; ACI 318: 26.4, 26.12	1705.3, 1908.10	033000		
☒	7. Inspect concrete and shotcrete placement for proper application techniques.	☒		ACI 318: 26.5	1705.3, 1908.6, 1908.7, 1908.8	033000		
☒	8. Inspection for maintenance of specified curing temperature and techniques.		☒	ACI 318: 26.5.3-26.5.5	1705.3, 1908.9	033000		
☐	9. Inspection of prestressed concrete.	☐		ACI 318: 26.10	1705.3			

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Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
☐	10. Erection of precast concrete members.		☐	ACI 318: Ch. 26.8	1705.3			
☐	11. Verification of in-situ concrete strength prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and slabs.		☐	ACI 318: 26.11.2	1705.3			
☒	12. Inspect formwork for shape, location and dimensions of the concrete member being formed.		☒	ACI 318: 26.11.1.2(b)				
☐	13. Material Tests – In absence of sufficient data or documentation for materials.		☐	ACI 318 Ch. 19 and 20				
	C. Masonry Construction				1705.4			
☒	1. Masonry construction.	☐	☒	ACI 530/ ASCE 5/TMS 402 and ACI 530.1/ ASCE 6/TMS 602 Ch. 3	1705.4	042200	Verification of materials & continuous inspection during grouting of cores	
☐	2. Empirically designed masonry, glass unit masonry and masonry veneer in Risk Category IV.		☐	TMS 402/ ACI 530/ ASCE 5 Level B Ch. 3	1705.4.1, 2109, 2110, or Ch. 14			
☐	3. Vertical masonry foundation elements.	☐	☐		1705.4, 1705.4.2			
	D. Wood Construction				1705.5			
☐	1. Wood construction- Fabrication of wood structural elements and assemblies.		☐		1705.5, 1704.2.5			
☐	2. High-load Diaphragms.		☐		1705.5, 1705.5.1, 2306.2, 1704.2			

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Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	D. Wood Construction				1705.5			
☐	3. Metal-plate-connected wood trusses spanning 60 feet or greater (temp. and perm. installation).		☐		1705.5.2			
	E. Soils				1705.6			
☒	1. Subgrade inspection.		☒		1705.6	312000		
☒	2. Classification and testing of compacted fill materials.		☒		1705.6	312000		
☒	3. Evaluation of in-place density and lift thickness.	☒			1705.6	312000		
☐	F. Driven Deep Foundations Installation and load tests (if applicable).	☐			1705.7			
☐	G. Cast-In-Place Deep Foundations Installation, end bearing strata, and load tests (if applicable).	☐			1705.8			
☐	H. Helical Pile Foundation Installation and load tests (is applicable).	☐			1705.9			
☐	I. Fabricated Items		☐		1705.10, 1704.2.5			
☐	J. Wind Resistance Applicable in Exposure Category B with a basic wind speed of 120 mph and Exposure Categories C or D with basic wind speed of 110 mph or greater.				1705.11			
☐	1a. Structural wood - Field gluing operation of elements of main wind force-resisting system (MWRS).	☐			1705.11.1			

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Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS		Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
☐	J. Wind Resistance Applicable in Exposure Category B with a basic wind speed of 120 mph and Exposure Categories C or D with basic wind speed of 110 mph or greater.				1705.11			
☐	1b. Structural wood - Nailing, bolting, anchoring, and fastening elements of the MWRS.		☐		1705.11.1			
☐	2a. Cold formed steel - Welding operations of elements of MWRS.		☐		1705.11.2			
☐	2b. Cold formed steel - Screw attachments, bolting, anchoring, and fastening of elements of MWRS.		☐		1705.11.2			
☐	3. Wind-resisting components – Roof covering, roof deck, and roof framing connections. Exterior wall covering and wall connections to roof and floor diaphragms and framing.		☐		1705.11, 1705.11.3			
☐	K. Special Inspections for Seismic Resistance Applicable to specific structures, systems, and components.				1705.12			
☐	1. Structural steel - Seismic force-resisting systems & elements.	☐		AISC 341 Ch. J	1705.12.1.1 or 1705.12.1.2			
☐	2a. Structural wood - Field gluing operation of elements of seismic force-resisting system (SFRS).	☐			1705.12.2			
☐	2b. Structural wood - Nailing, bolting, anchoring, and fastening of elements of SFRS.		☐		1705.12.2			

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Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	K. Special Inspections for Seismic Resistance Applicable to specific structures, systems, and components.				1705.12			
☐	3. Cold-formed steel framing – welding and fasteners.		☐		1705.12.3			
☐	4. Designated seismic systems – verify that label, anchorage, and mounting conforms to the certificate of compliance.		☐	ASCE 7 Section 13.2.2	1705.12.4			
☐	5. Architectural components.		☐		1705.12.5			
☐	6. Mechanical and electrical components.		☐		1705.12.6			
☐	7. Storage racks and access floors.		☐		1705.12.7,			
☐	8. Seismic isolation systems.		☐		1705.12.8			
☐	9. Cold-formed steel special bolted moment frames.		☐		1705.12.9			
☐	L. Structural Testing for Seismic Resistance Applicable to specific structures, systems, and components.				1705.13			
☐	1. Structural steel.	☐	☐	AISC 341 Ch. J	1705.13.1			
☐	2. Nonstructural components.		☐	ASCE 7 Section 13.2.1	1705.13.2			
☐	3. Designated seismic systems.		☐	ASCE 7 Section 13.2.2	1705.13.3			

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Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	L. Structural Testing for Seismic Resistance Applicable to specific structures, systems, and components.				1705.13			
☐	4. Seismic isolation systems.		☐	ASCE 7 Section 17.8	1705.13.4			
	M. Sprayed Fire-Resistant Materials [BF]				1705.14	07 8100		
☐	1. Physical and visual tests.		☒		1705.14.1	07 8100		
☐	2. Structural member surface conditions.		☒		1705.14.2	07 8100		
☐	3. Application.		☒		1705.14.3	07 8100		
☐	4. Thickness.		☒	ASTM E 605	1705.14.4	07 8100		
☐	5. Density.		☒	ASTM E 605	1705.14.5	07 8100		
☐	6. Bond strength.		☒	ASTM E 736	1705.14.6	07 8100		
☐	N. Mastic and Intumescent Fire-Resistant Coatings [BF]		☐	AWCI 12-B	1705.15			
☐	O. Exterior Insulation and Finish Systems (EIFS)		☐	ASTM E2570	1705.16			
☐	P. Fire-Resistant Penetrations and Joints [BF] High rise building or buildings assigned to risk category III or IV		☒	ASTM E2174 ASTM E2393	1705.17	07 8400	Building is Risk Category III, Assembly over 300 occupants	
☐	Q. Testing for Smoking Control [F]		☐		1705.18			

Appendix “E” – Contractor’s Bid Breakdown

PLANROOM COPY - NOT FOR BIDDING

Project No.: **GOR.21.001.100**

Project Manager:	
Reviewed By:	Date:

Appendix “F” – Change Proposal Worksheets

PLANROOM COPY - NOT FOR BIDDING



CHANGE ORDER/FIELD ORDER CHECKLIST

Directions: Please use the below checklist as a guideline for filling out the proposal package. Email the proposal package to the Construction Manager and Project Manager.

Project No.:

Field Order No.:

Change Order No.:

Contractor	
Request for Proposal	
☐	RFP attached to the proposal packet
☐	Confirm number of calendar days required to complete work
☐	Confirm number of calendar days the work of this CO extends this contract
☐	All attachments referenced on the RFP "Description of Proposed Change" are included in packet (i.e. IBs, RFI Drawings, Sketches, etc.)
☐	Contractor's signature required
Contractor's Proposal	
☐	Confirm contractor's info, Project # and CO/FO # clearly indicated
☐	Confirm all subcontractors are listed and affiliated subcontractors do not receive contractors override
☐	Lump sum amounts not allowed
☐	Contractor's signature required
Labor and Material	
☐	Confirm contractor's info, Project # and CO/FO # are clearly indicated
☐	Trade & Labor Rate are to match approved Labor Rate Worksheet

Contractor	
☐	Single line items over \$5000 must have quotes or invoices (i.e. 5000 @ \$1 or 1 @ \$5000)
☐	Do not list consumables (i.e. drill bits, saw blades, paint brushes)
☐	Special service must be tracked as a sub using Subcontractor Proposal & labor rate matches a copy of the Firm's published rates copy attached
☐	For T&M COs – L&M amounts listed with invoices attached
☐	Confirm labor rates used on Subcontractor Proposal match Labor Rate Worksheet
☐	Confirm labor hrs. are accurate based on the scope of work
☐	Confirm material breakdown is itemized
☐	Confirm material quantity and unit cost are accurate based and corresponds to the scope of work
Equipment Expense Proposal	
☐	Confirm contractor's info, Project # and CO/FO # are clearly indicated
☐	"O" for owned (including rented equipment from controlled/affiliated companies) and "R" for rented indicated for all listed equipment
☐	Listed equipment's value exceeds a purchase price of \$1,000 or more

Contractor	
☐	Listed equipment is of suitable size and capacity, and is described via its manufacturer and manufacturer's model number
☐	The number of hours required on site and the actual operating hours are indicated for all self-owned equipment
☐	Listed self-owned equipment costs established through Equipment Watch's Rental Rate Blue Book
☐	The maximum amount of reimbursement for ownership costs of all listed self-owned equipment is limited to the original purchase price of the equipment
☐	The maximum amount of reimbursement for rented equipment is limited to the actual cost indicated on the attached rental equipment quote/invoice
Labor Rate Worksheet	
☐	Confirm contractor's info, Project # and CO/FO # are clearly indicated
☐	Copy of each trade listed on Subcontractor Proposal & Labor and Material included
☐	Rate matches specified DOL Prevailing Wage Schedule DOL http://www.labor.ny.gov/home/or_backed_up_by_cost_proposal

Contractor	
☐	Works comp code match rates @ http://www.nycirb.org/
☐	Confirm payroll taxes and insurance are accurate
☐	If rates include benefits not included in the prevailing rates (i.e. electricians AMF, NEBF, etc.) provide copy of union agreement as backup
☐	If T&M – one for each employee
(T&M CO ONLY)	
☐	Confirm contractor's info, Project # and CO/FO # are clearly indicated
☐	Correct trade, SS or payroll number
☐	Consumables or tools under \$1000 not listed
☐	Top worked date matches bottom dates signed in Blue ink including sub
☐	Material & rental invoices attached
☐	Travel form if applicable attached
☐	List all materials separately (no invoices)
☐	Confirm non-override expenses are on proper form
☐	Confirm that sub-subcontractors O&P is not included



CONTRACTOR'S PROPOSAL

Project No. _____

Contractor Name: _____	Date: _____
Address: _____	
Telephone No.: _____	Field order # _____
Email: _____	Change order # _____

SECTION A: CONTRACTOR WORK

1. Total Contractor Labor (from Labor and Material Worksheet)
2. Total Contractor Material (from Labor and Material Worksheet)
3. Total Contractor Equipment (from Equipment Expense Proposal)
4. SUBTOTAL (Total lines 1 thru 3)
5. Contractor's Override Combined O and P (15% of line 4)
6. Total of Contractor Costs Not Entitled to Contractual Override (from L&M W.S.)
7. TOTAL Contractor's Non-Override Expenses (From Non Over-Ride E.R.)
8. CONTRACTOR TOTAL (Total lines 4, 5, 6 and 7)

ORDA REVISIONS

SECTION B: SUBCONTRACTOR WORK

9. Names of Subcontractors:

*Indicates subcontractor's costs are not entitled to Prime Contractual Override

- A. _____
- B. _____
- C. _____
- D. _____

10. TOTAL SUBCONTRACTORS' PROPOSALS (Total lines A thru D.)

- A. Costs are not entitled to Contractual Override

11. Contractor's Override on Subs' Proposals: Costs entitled to Prime override
- 11a. 10% of first \$10,000 of line 11 (\$1,000 maximum)
- 11b. 5% of next \$90,000 of line 11 (\$4,500 maximum)
- 11c. 3% of sum in excess of \$100,000 of line 11

12. SUBCONTRACTOR TOTAL

SECTION C: 13a. TOTAL CONTRACTED UNIT PRICE COSTS (From Unit Price Worksheet)

13b. TOTAL SUBCONTRACTOR'S NON-OVERRIDE EXPENSES (From Worksheet)

SECTION D: CONTRACTOR'S REQUESTED TOTAL

Round Totals to Nearest Dollar

14. AMOUNT REQUESTED (Total lines 8, 12, 13a and 13b.)

Contractor's Signature _____ Date _____

Print Name of Authorized Representative _____

Print Title _____

Print name of Contact Person (if different) _____

Phone No. or Email (if different from above) _____

SECTION E: ESTIMATOR'S REVIEW

I have reviewed the material quantities, labor hours and equipment for the above proposal and that the amounts allowed have been verified, and I recommend approval in the amount of _____ No Cost.

Contractor's representative, _____ ☐ agrees with the recommended amount.

☐ disagrees with the recommended amount.

Comments: _____

By: _____

Estimator

Reviewer's Signature _____ Date _____

SECTION F: ORDA COST REVIEW CERTIFICATION

I hereby certify that the above proposal has been checked and that the amounts allowed have been verified, and I recommend approval in the amount of _____ No Cost.

Contract Duration Extension: _____ Days

Reviewer: _____

Reviewer

Reviewer's Signature _____ Date _____



LABOR AND MATERIAL WORKSHEET

Project No. _____

Contractor Name: _____
Address: _____
Telephone No.: _____

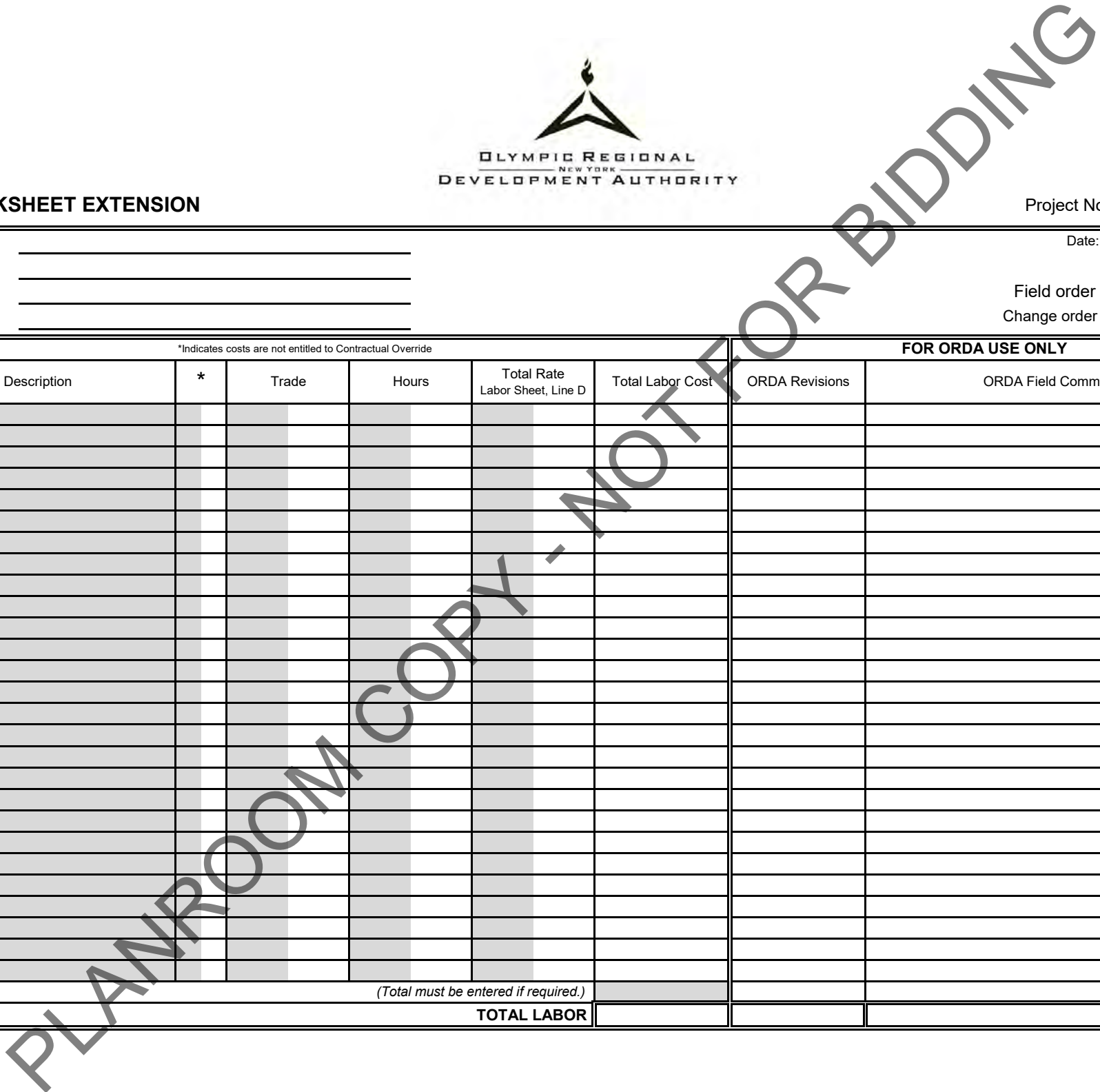
Date: _____

Field order # _____

Change order # _____

A. LABOR						FOR ORDA USE ONLY	
*Indicates costs are not entitled to Contractual Override							
Work Description	*	Trade	Hours	Total Rate Labor Sheet, Line D	Total Labor Cost	ORDA Revisions	ORDA Field Comments
(Total from Labor Rate Worksheet Extension, if required.)							
TOTAL LABOR							

B. MATERIAL							
*Indicates costs are not entitled to Contractual Override							
Material Description	*	Quantity	Unit	Unit Cost	Material Cost		
(Total from Material Worksheet Extension, if required.)							
TOTAL MATERIAL							



Project No. _____

Date: _____

Field order # _____

Change order #

[illegible]



Project No.

Contractor Name:

Date:

Address:

Telephone No.:

Field order #

Change order #

B. MATERIAL

*Indicates costs are not entitled to Contractual Override

FOR ORDA USE ONLY

[illegible]



Project No.

Date: _____

Field order # _____
Change order # _____

- Commen

TOTAL CONTRACTOR EQUIPMENT EXPENSE	<i>Carry forward to Contractor's Proposal.</i>

Carry forward to Contractor's Proposal.



SUBCONTRACTOR'S PROPOSAL (A.)

Project No. _____

Subcontractor Name:		Date: _____
Address:		
Telephone No.:	Email: _____	Field order # _____
		Change order # _____

A. LABOR *Indicates costs are not entitled to Subcontractual Override						FOR ORDA USE ONLY	
Work Description	*	Trade	Hours	Total Rate Labor Sheet, Line D	Total Labor Cost	ORDA Revisions	ORDA Field Comments
<i>(Total, if required.)</i>							
TOTAL SUBCONTRACTOR LABOR							
B. MATERIAL *Indicates costs are not entitled to Contractual Override							
Material Description	*	Quantity	Unit	Unit Cost	Material Cost		
<i>(Total, if required.)</i>							
TOTAL SUBCONTRACTOR MATERIAL							
C. EQUIPMENT							
TOTAL SUBCONTRACTOR EQUIPMENT <i>(From Sub's Equipment Worksheet)</i>							
D. SUMMARY							
Total Labor, Material, Equipment (A+B+C)							
Subcontractor's Override (15% of line 1)							
Costs are not entitled to Subcontractual Override							
SUB-TOTAL SUBCONTRACTOR PROPOSAL (to Proposal, Section B)							
Total Non-Override Expenses (to Proposal, Section C)							
TOTAL SUBCONTRACTOR PROPOSAL							
Subcontractor's Signature _____						Name (Please type or print.) _____	
						Date _____	

[illegible]



SUBCONTRACTOR'S PROPOSAL (B.)

Project No. _____

Subcontractor Name:		Date: _____
Address:		
Telephone No.:	Email: _____	Field order # _____
		Change order # _____

A. LABOR *Indicates costs are not entitled to Subcontractual Override						FOR ORDA USE ONLY	
Work Description	*	Trade	Hours	Total Rate Labor Sheet, Line D	Total Labor Cost	ORDA Revisions	ORDA Field Comments
<i>(Total, if required.)</i>							
TOTAL SUBCONTRACTOR LABOR							
B. MATERIAL *Indicates costs are not entitled to Contractual Override							
Material Description	*	Quantity	Unit	Unit Cost	Material Cost		
<i>(Total, if required.)</i>							
TOTAL SUBCONTRACTOR MATERIAL							
C. EQUIPMENT							
TOTAL SUBCONTRACTOR EQUIPMENT <i>(From Sub's Equipment Worksheet)</i>							
D. SUMMARY							
Total Labor, Material, Equipment (A+B+C)							
Subcontractor's Override (15% of line 1)							
Costs are not entitled to Subcontractual Override							
SUB-TOTAL SUBCONTRACTOR PROPOSAL (to Proposal, Section B)							
Total Non-Override Expenses (to Proposal, Section C)							
TOTAL SUBCONTRACTOR PROPOSAL							
Subcontractor's Signature _____					Name <i>(Please type or print.)</i> _____		Date _____

[illegible]



SUBCONTRACTOR'S PROPOSAL (C.)

Project No. _____

Subcontractor Name:		Date: _____
Address:		
Telephone No.:	Email: _____	Field order # _____
		Change order # _____

A. LABOR *Indicates costs are not entitled to Subcontractual Override						FOR ORDA USE ONLY	
Work Description	*	Trade	Hours	Total Rate Labor Sheet, Line D	Total Labor Cost	ORDA Revisions	ORDA Field Comments
(Total, if required.)							
TOTAL SUBCONTRACTOR LABOR							
B. MATERIAL *Indicates costs are not entitled to Contractual Override							
Material Description	*	Quantity	Unit	Unit Cost	Material Cost		
(Total, if required.)							
TOTAL SUBCONTRACTOR MATERIAL							
C. EQUIPMENT							
TOTAL SUBCONTRACTOR EQUIPMENT (From Sub's Equipment Worksheet)							
D. SUMMARY							
Total Labor, Material, Equipment (A+B+C)							
Subcontractor's Override (15% of line 1)							
Costs are not entitled to Subcontractual Override							
SUB-TOTAL SUBCONTRACTOR PROPOSAL (to Proposal, Section B)							
Total Non-Override Expenses (to Proposal, Section C)							
TOTAL SUBCONTRACTOR PROPOSAL							
Subcontractor's Signature _____						Name (Please type or print.) _____	
						Date _____	

[illegible]



Project No.

Date:

Field order #

Change order #

*Indicates costs are not entitled to Contractual Override

FOR ORDA USE ONLY

[illegible]

[illegible]

[illegible]

[illegible]



CONTRACTOR'S NON-OVERRIDE EXPENSE REPORT

Project No. _____

Contractor Name: _____	Date: _____
Address: _____	
Telephone No.: _____	Field order # _____
	Change order # _____

Description	Quantity	Unit	Unit Cost	Total Cost	ORDA Revisions	ORDA Field Comments
Total Contractor Non-Override Expenses				Carry forward to Proposal (Section A)		

Subcontractor "A" Name: _____

Description	Quantity	Unit	Unit Cost	Total Cost	ORDA Revisions	ORDA Field Comments
Total Sub-Contractor Non-Override Expenses				Carry forward to Sub Proposal		

Subcontractor "B" Name: _____

Description	Quantity	Unit	Unit Cost	Total Cost	ORDA Revisions	ORDA Field Comments
Total Sub-Contractor Non-Override Expenses				Carry forward to Sub Proposal		

Subcontractor "C" Name: _____

Description	Quantity	Unit	Unit Cost	Total Cost	ORDA Revisions	ORDA Field Comments
Total Sub-Contractor Non-Override Expenses				Carry forward to Sub Proposal		

Subcontractor "D" Name: _____

Description	Quantity	Unit	Unit Cost	Total Cost	ORDA Revisions	ORDA Field Comments
Total Sub-Contractor Non-Override Expenses				Carry forward to Sub Proposal		
Total Sub-Contractor Non-Override Expenses						

Contract Drawings

PLANROOM COPY - NOT FOR BIDDING

OLYMPIC REGIONAL
DEVELOPMENT AUTHORITY

NORTH CREEK SKI BOWL LODGE

GORE MOUNTAIN
NORTH CREEK, NY 12853



OWNER

OLYMPIC REGIONAL DEVELOPMENT ASSOC.
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CONSTRUCTION
MANAGER
ADVISOR

GILBANE BUILDING COMPANY
CONTACT:CHRISTIAN CALABRESE
7 SOUTHWOODS BLVD
ALBANY, NY, NEW YORK 12211
PHONE: 844.240.0004
CCALABRESE@GILBANECO.COM

STRUCTURAL CONTRACT DRAWING LIST

Drawing Number	Drawing Title
S-DRAWINGS	
S-001	STRUCTURAL GENERAL NOTES, LOADS, AND LEGEND
S-100	FOUNDATION PLAN
S-101	LOWER LEVEL SLAB PLAN
S-102	UPPER LEVEL FRAMING PLAN
S-103	LOW ROOF FRAMING PLAN
S-104	HIGH ROOF FRAMING PLAN
S-301	STRUCTURAL BUILDING FRAME ELEVATIONS
S-501	CONCRETE SECTIONS AND DETAILS
S-502	CONCRETE SECTIONS AND DETAILS
S-503	SECTIONS AND DETAILS
S-510	STRUCTURAL SECTIONS AND DETAILS
S-511	STRUCTURAL SECTIONS AND DETAILS
S-512	STRUCTURAL SECTIONS AND DETAILS
S-601	COLUMN SCHEDULE AND DETAILS

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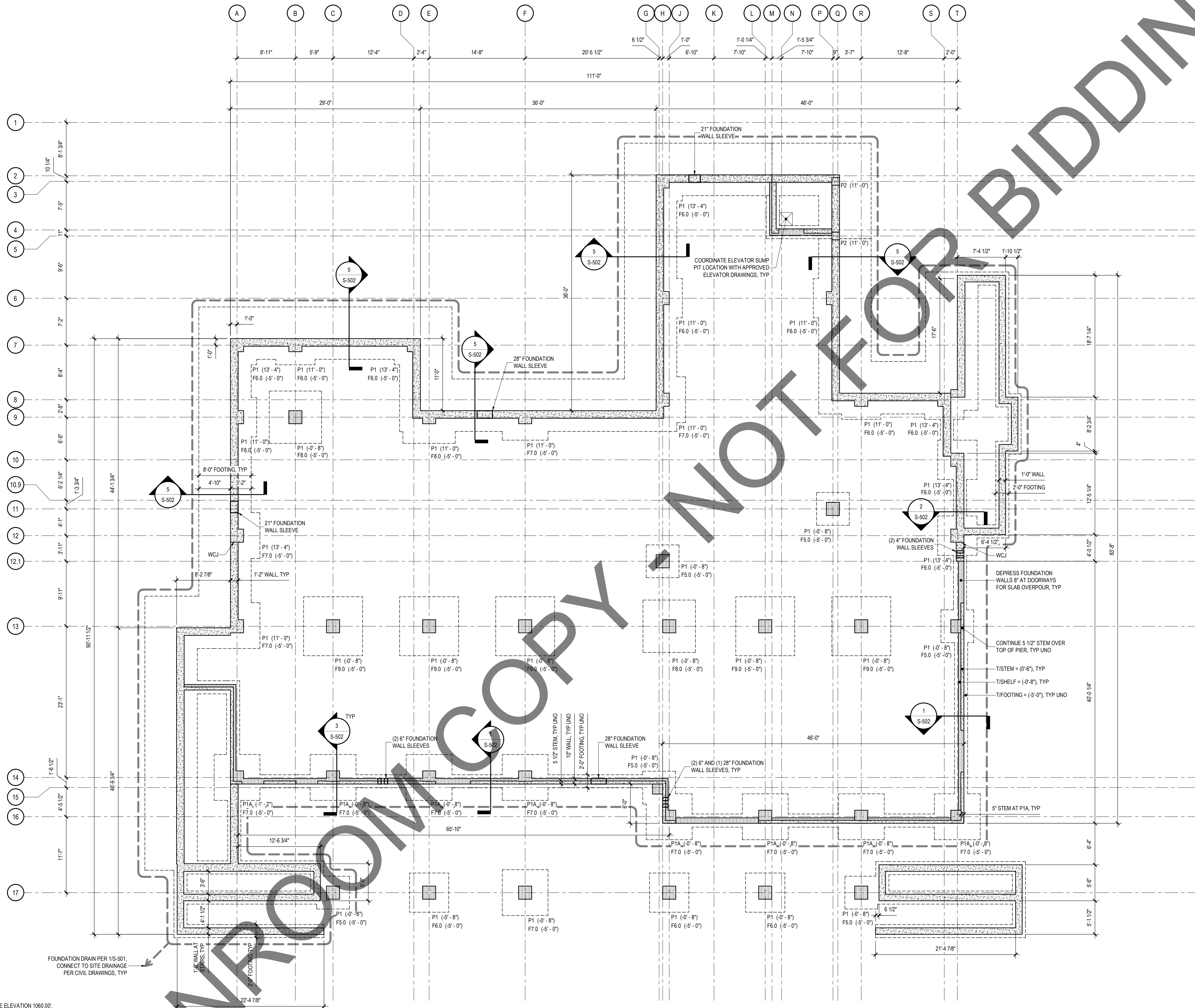
OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL
LODGE
GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:
OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL LODGE
PIN: GOR.21.001
CIN: GOR.21.001.100
STRUCTURAL STEEL
TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

AES PROJ. #: 5008
DRAWN BY: MAR DESIGNED BY: MAR
ISSUE # DESCRIPTION DATE
5 BID SUBMISSION 01.19.22

DRAWING TITLE:
COVER SHEET
SHEET NO.:
G-000

Plot Date: 1/26/2022 4:46:35 PM
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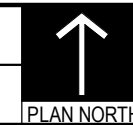


FOUNDATION PLAN NOTES

- PROJECT REFERENCE ELEVATION = 0'-0" AT TOP OF FIRST FLOOR SLAB.
- THE PROJECT REFERENCE ELEVATION IN NOTE 1 IS EQUIVALENT TO SITE ELEVATION 1060.00'.
- ELEVATIONS NOTED THIS () ON THIS PLAN ARE ABOVE OR BELOW THE REFERENCE ELEVATION IN NOTE 1.
- FOOTING ELEVATIONS NOTED ON PLAN ARE TO TOP OF FOOTING UNO.
- TOP OF FOUNDATION WALL STRIP AND COLUMN FOOTINGS ON THE PROJECT ARE AT ELEVATION -5'-0" TYPICAL UNO.
- COLUMN FOOTING LABELS PX X REFER TO SCHEDULE ON DWG S-501.
- PIER LABELS PX REFER TO DETAILS ON 415-501.
- TOP OF FOUNDATION WALLS ON THE PROJECT ARE AT ELEVATION 14'-0" TYPICAL UNO.
- WCJ INDICATES A FOUNDATION WALL CONTROL OR CONSTRUCTION JOINT PER DETAILS ON DETAIL 215-501.
- SEE DETAIL 715-501 FOR REQUIRED WALL REINFORCING AT FOUNDATION CORNERS AND INTERSECTIONS.
- SLEEVE ALL OPENINGS GREATER THAN 1 1/2" Ø THROUGH FOUNDATION WALL.
- SEE S-501 FOR ADDITIONAL FOUNDATION, EXCAVATION, AND GENERAL NOTES.

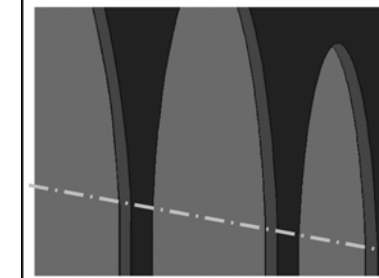
1 FOUNDATION PLAN

SCALE: 1/8" = 1'-0"



SHEET NO. :

S-100



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OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

**NORTH CREEK SKI
BOWL LODGE**

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:

OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL LODGE
PIN: GOR.21.001
CIN: GOR.21.001.100

STRUCTURAL STEEL CONTRACT

TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

AES PROJ. #: 5008
DRAWN BY: NAC
DESIGNED BY: NAC

ISSUE #	DESCRIPTION	DATE
1	BID SUBMISSION	01.19.22

DRAWING TITLE:

FOUNDATION PLAN

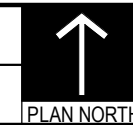
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LOWER LEVEL SLAB PLAN NOTES

- PROJECT REFERENCE ELEVATION = 0'-0" AT TOP OF FIRST FLOOR SLAB.
- THE PROJECT REFERENCE ELEVATION IN NOTE 1 IS EQUIVALENT TO SITE ELEVATION 1060.00'.
- ELEVATIONS NOTED THUS () ON THIS PLAN ARE ABOVE OR BELOW THE REFERENCE ELEVATION IN NOTE 1.
- TOP OF FOUNDATION WALLS ON THE PROJECT ARE AT ELEVATION 14'-0" TYPICAL UNO.
- WCJ INDICATES A FOUNDATION WALL CONTROL OR CONSTRUCTION JOINT PER DETAILS ON DETAIL 2/S-501.
- SEE DETAIL 7/S-501 FOR REQUIRED WALL REINFORCING AT FOUNDATION CORNERS AND INTERSECTIONS.
- SEE DETAIL 3/S-501 FOR CONCRETE SLAB ON GRADE AND CONTROL JOINT DETAILS.
- THICKEN SLABS ON GRADE UNDER ALL CMU WALLS AND NOTED BEARING WALLS.
- SLEEVE ALL OPENINGS GREATER THAN 1 1/2" Ø THROUGH FOUNDATION WALL.
- SEE DETAIL 10/S-501 FOR REQUIRED SLAB REINFORCING AT OPENINGS AND REINSTRANT CORNERS.
- SEE S-001 FOR ADDITIONAL FOUNDATION, EXCAVATION, AND GENERAL NOTES.

1 LOWER LEVEL SLAB PLAN

SCALE: 1/8" = 1'-0"



SHEET NO. :

S-101

DRAWING TITLE:

LOWER LEVEL SLAB
PLAN

TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

STRUCTURAL STEEL CONTRACT

CIN: GOR.21.001.100

PIN: GOR.21.001

NORTH CREEK SKI BOWL LODGE

PROJECT TITLE:

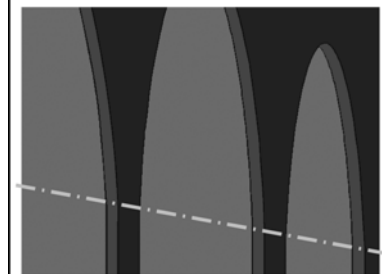
OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

NORTH CREEK SKI
BOWL LODGE

GORE MOUNTAIN
NORTH CREEK, NY 12853



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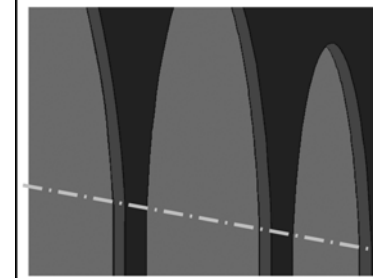
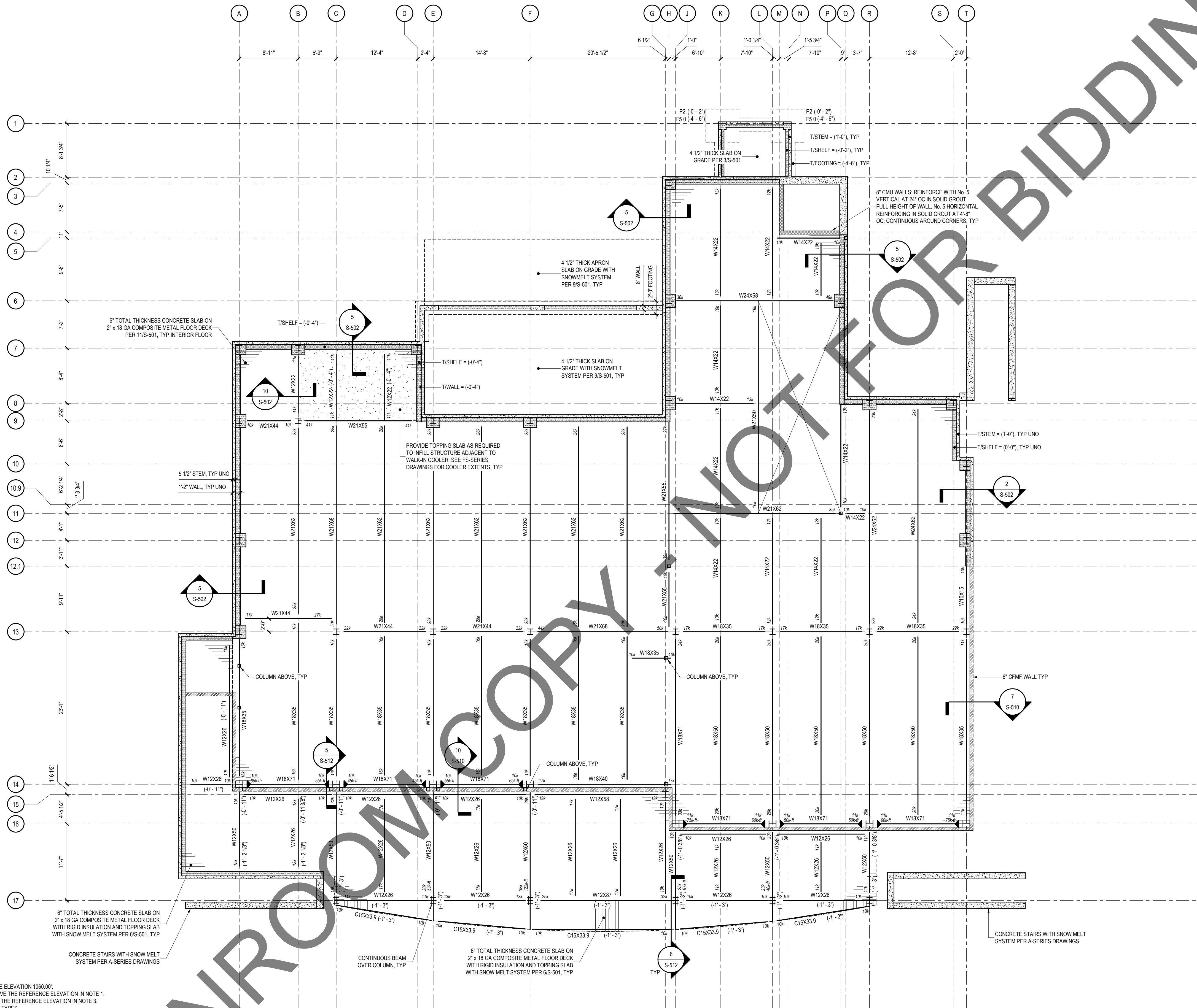
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Northeast

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UPPER LEVEL FRAMING PLAN NOTES

- PROJECT REFERENCE ELEVATION = 0'-0" AT TOP OF FIRST FLOOR SLAB.
- THE PROJECT REFERENCE ELEVATION IN NOTE 1 IS EQUIVALENT TO SITE ELEVATION 1060.00'.
- TOP OF STEEL FRAMING ON THIS PLAN (BOTTOM OF DECK) = +13'-4" ABOVE THE REFERENCE ELEVATION IN NOTE 1.
- ELEVATIONS NOTED THIS WAY ON THIS PLAN ARE ABOVE OR BELOW THE REFERENCE ELEVATION IN NOTE 3.
- SEE COLUMN SCHEDULE ON S-601 FOR COLUMN SIZES AND BASE PLATE TYPES.
- EQUALLY SPACE BEAMS AND JOISTS BETWEEN COLUMNS WHEN SPACING DIMENSIONS ARE NOT GIVEN.
- SEE PLAN FOR FLOOR DECK / SLAB REQUIREMENTS.
- BF DENOTES A BRACED FRAME. SEE S-301 FOR FRAME SCHEMATIC STRUCTURAL INFORMATION.
- COORDINATE FLOOR DECK / SLAB OPENING QUANTITY, SIZES, AND LOCATIONS WITH MEP AND A-SERIES DWGS. AND WITH APPROVED SHOP DRAWINGS FOR ALL TRADES.
- SEE S-503 FOR LOOSE LINTEL SCHEDULE. NOTE THAT NOT ALL LINTELS IN WALLS ARE SHOWN ON PLAN.
- SEE 1/8-S-11 FOR TYPICAL BEAM TO BEAM DOUBLE CLIP ANGLE CONNECTION DETAILS.
- SEE 2/8-S-11 FOR TYPICAL BEAM TO WIDE FLANGE COLUMN CONNECTION DETAILS.
- SEE 3/8-S-11 FOR TYPICAL BEAM TO HSS COLUMN SINGLE PLATE CONNECTION DETAILS.
- SEE 6/8-S-11 FOR BEAM POCKET DETAILS.
- SEE 4/8-S-11 FOR TYPICAL MOMENT CONNECTION DETAILS.
- SEE NOTES ON S-001 FOR ADDITIONAL REQUIREMENTS.

NOTE: HOT-DIP GALVANIZE ALL EXTERIOR EXPOSED STEEL.
ALL EXTERIOR EXPOSED STEEL SHALL BE SHOP PAINTED
WITH A COMPATIBLE FINISH PAINT PER SPECIFICATIONS.



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OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

**NORTH CREEK SKI
BOWL LODGE**

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:
**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL LODGE**
PIN: GOR.21.001
CIN: GOR.21.001.100
STRUCTURAL STEEL CONTRACT
TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

AES PROJ. #: 5008
DRAWN BY: NAC DESIGNED BY: NAC
ISSUE # DESCRIPTION DATE:
1.1 Revision BID SUBMISSION Date: 9/22

DRAWING TITLE:
**UPPER LEVEL FRAMING
PLAN**

SHEET NO.:
S-102



Plot Date: 1/26/2022 4:48:36 PM
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LOW ROOF FRAMING NOTES

- PROJECT REFERENCE ELEVATION = 0'-0" AT TOP OF FIRST FLOOR SLAB.
- THE PROJECT REFERENCE ELEVATION IN NOTE 1 IS EQUIVALENT TO SITE ELEVATION 1060.00'.
- TOP OF STEEL FRAMING ON THIS PLAN (BOTTOM OF DECK) = +28'-0" ABOVE THE REFERENCE ELEVATION IN NOTE 1.
- ELEVATIONS OF MEMBERS NOTED THUS (+/-) ON THIS PLAN ARE ABOVE OR BELOW THE REFERENCE ELEVATION IN NOTE 3.
- SEE COLUMN SCHEDULE ON S-601 FOR COLUMN SIZES AND BASE PLATE TYPES.
- EQUALLY SPACE BEAMS AND JOISTS BETWEEN COLUMNS WHEN SPACING DIMENSIONS ARE NOT GIVEN.
- SEE PLAN FOR FLOOR DECK / SLAB REQUIREMENTS.
- BF DENOTES A BRACED FRAME. SEE S-301 FOR FRAME SCHEMATIC STRUCTURAL INFORMATION.
- COORDINATE FLOOR DECK / SLAB OPENING QUANTITY, SIZES, AND LOCATIONS WITH MEP AND A-SERIES DWGS, AND WITH APPROVED SHOP DRAWINGS FOR ALL TRADES.
- SEE 2/S-503 FOR LOOSE LINTEL SCHEDULE. NOTE THAT NOT ALL LINTELS IN WALLS ARE SHOWN ON PLAN.
- SEE 1/S-511 FOR TYPICAL BEAM TO BEAM CLIP ANGLE CONNECTION DETAILS.
- SEE 2/S-511 FOR TYPICAL BEAM TO WIDE FLANGE COLUMN CONNECTION DETAILS.
- SEE 3/S-511 FOR TYPICAL BEAM TO HSS COLUMN SHEAR TAB CONNECTION DETAILS.
- SEE 6/S-502 FOR TYPICAL MOMENT CONNECTION DETAILS.
- SEE 1/S-510 FOR DECK EDGE SUPPORT REQUIREMENTS AT ROOF DRAINS, DUCT OPENINGS, AND OTHER ROOF DECK PENETRATIONS.
- SEE NOTE ON S-001 FOR ADDITIONAL REQUIREMENTS.

NOTE: HOT-DIP GALVANIZE ALL EXTERIOR EXPOSED STEEL.
ALL EXTERIOR EXPOSED STEEL SHALL BE SHOP PAINTED
WITH A COMPATIBLE FINISH PAINT PER SPECIFICATIONS.

1 LOW ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"



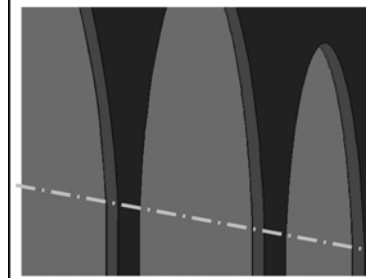
SHEET NO. :

S-103

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OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

**NORTH CREEK SKI
BOWL LODGE**

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:
**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL LODGE**
PIN: GOR.21.001
CIN: GOR.21.001.100
STRUCTURAL STEEL CONTRACT
TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

AES PROJ. #: 5008
DRAWN BY: NAC DESIGNED BY: NAC

ISSUE #:	DESCRIPTION:	DATE:
1	BID SUBMISSION	01.19.22

DRAWING TITLE:

**LOW ROOF FRAMING
PLAN**

Plot Date: 1/26/2022 4:46:36 PM
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HIGH ROOF FRAMING NOTES

1. PROJECT REFERENCE ELEVATION = 0'-0" AT TOP OF FIRST FLOOR SLAB.
2. THE PROJECT REFERENCE ELEVATION IN NOTE 1 IS EQUIVALENT TO SITE ELEVATION 1060.00'.
3. ELEVATIONS OF MEMBERS NOTED THUS +(-) ON THIS PLAN ARE ABOVE OR BELOW THE REFERENCE ELEVATION IN NOTE 1.
4. SEE COLUMN SCHEDULE ON S-601 FOR COLUMN SIZES AND BASE PLATE TYPES.
5. EQUALLY SPACE BEAMS AND JOISTS BETWEEN COLUMNS WHEN SPACING DIMENSIONS ARE NOT GIVEN.
6. SEE PLAN FOR FLOOR DECK / SLAB REQUIREMENTS.
7. BF DENOTES A BRACED FRAME. SEE S-301 FOR FRAME SCHEMATIC STRUCTURAL INFORMATION.
8. COORDINATE FLOOR DECK / SLAB OPENING QUANTITY, SIZES, AND LOCATIONS WITH MEP AND A-SERIES DWGS, AND WITH APPROVED SHOP DRAWINGS FOR ALL TRADES.
9. SEE 215-503 FOR LOOSE LINTEL SCHEDULE. NOTE THAT NOT ALL LINTELS IN WALLS ARE SHOWN ON PLAN.
10. SEE 115-511 FOR TYPICAL BEAM TO BEAM CLIP ANGLE CONNECTION DETAILS.
11. SEE 215-511 FOR TYPICAL BEAM TO WIDE FLANGE COLUMN CONNECTION DETAILS.
12. SEE 315-511 FOR TYPICAL BEAM TO HSS COLUMN SHEAR TAB CONNECTION DETAILS.
13. SEE 615-502 FOR TYPICAL MOMENT CONNECTION DETAILS.
14. SEE DETAIL 115-510 FOR DECK EDGE SUPPORT REQUIREMENTS AT ROOF DRAINS, DUCT OPENINGS, AND OTHER ROOF DECK PENETRATIONS.
15. SEE NOTE ON S-201 FOR ADDITIONAL REQUIREMENTS.

NOTE: HOT-DIP GALVANIZE ALL EXTERIOR EXPOSED STEEL.
ALL EXTERIOR EXPOSED STEEL SHALL BE SHOP PAINTED
WITH A COMPATIBLE FINISH PAINT PER SPECIFICATIONS.

1 HIGH ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

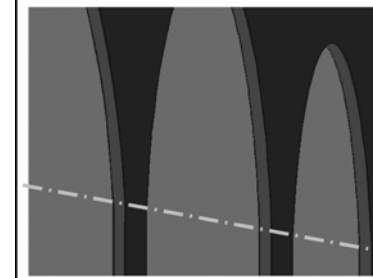


SHEET NO. :

S-104

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OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

**NORTH CREEK SKI
BOWL LODGE**

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:
**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL LODGE**
PIN: GOR.21.001
CIN: GOR.21.001.100
STRUCTURAL STEEL CONTRACT

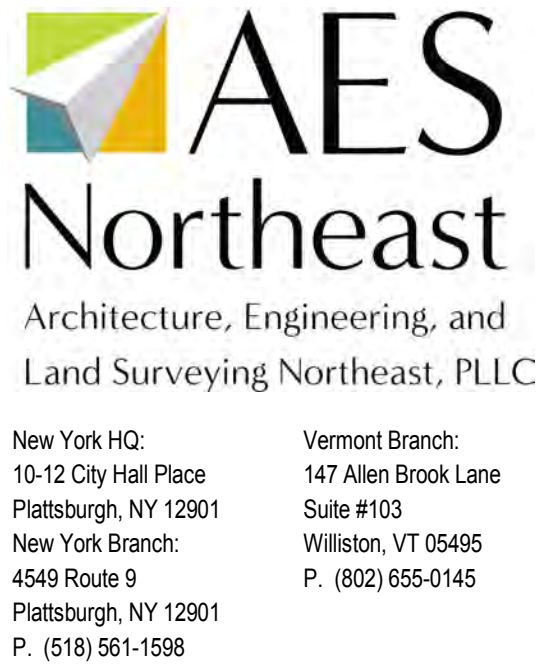
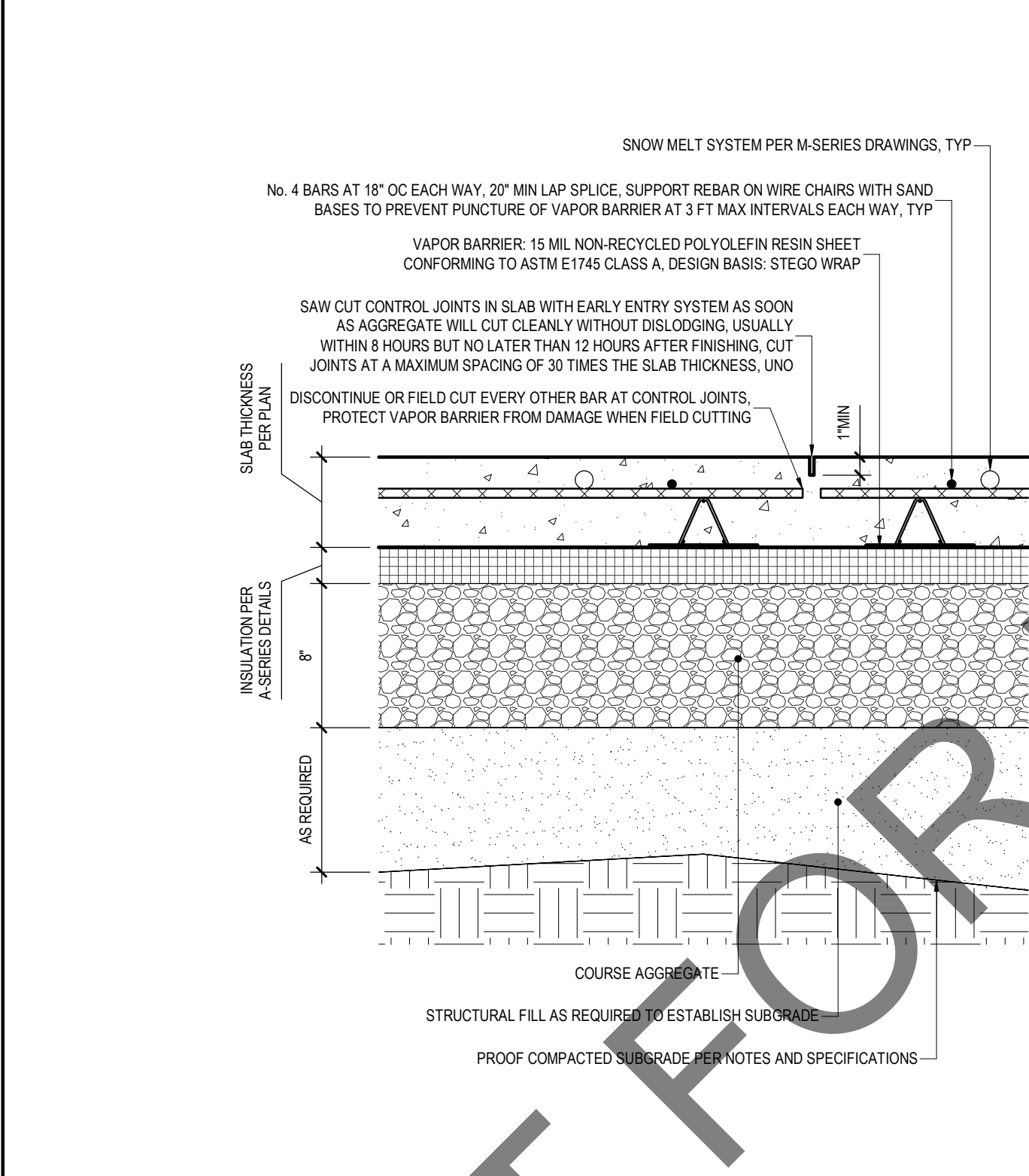
TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

AES PROJ. #: 5008
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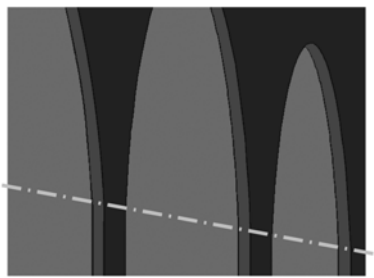
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HIGH ROOF FRAMING
PLAN



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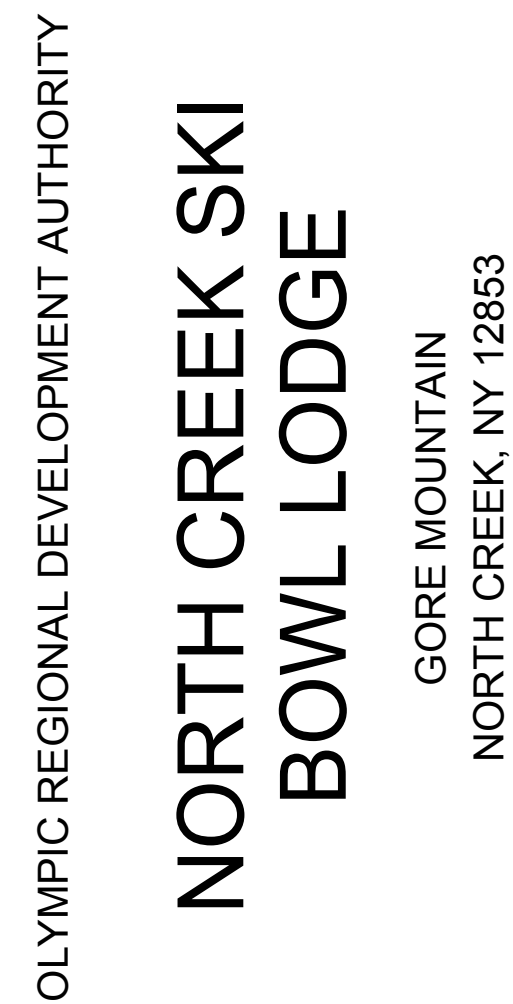
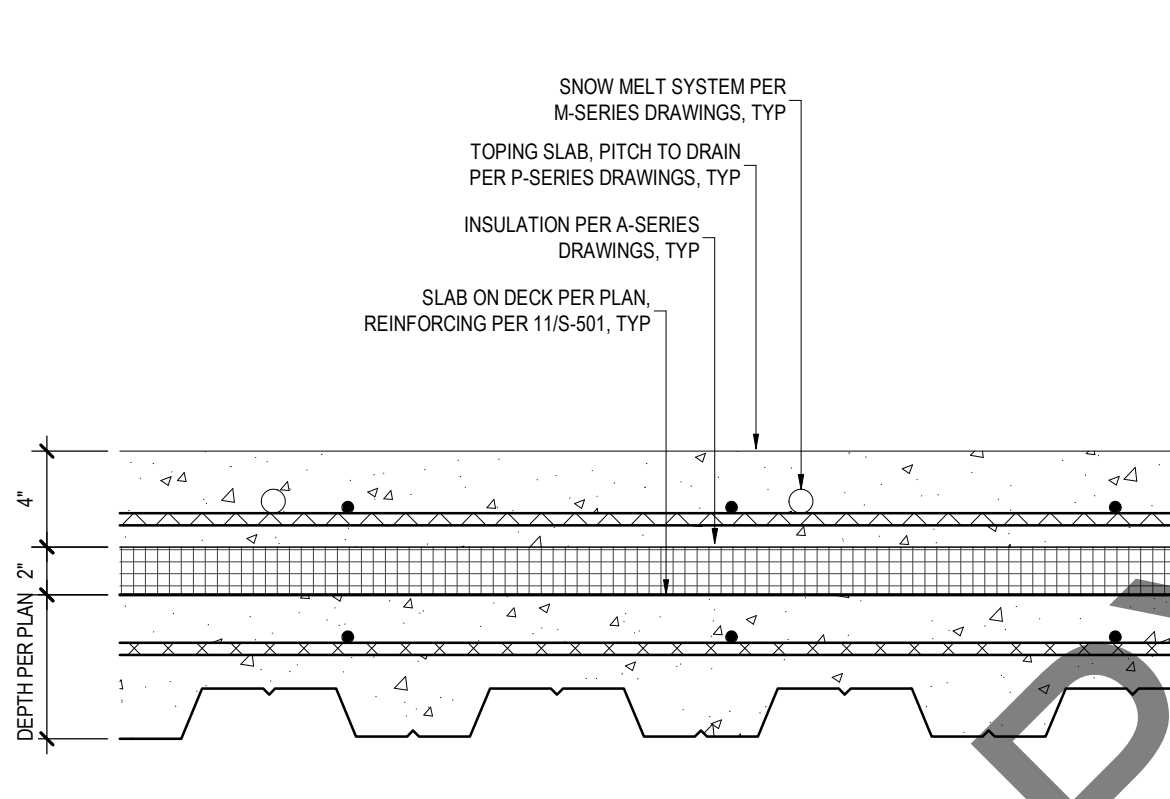


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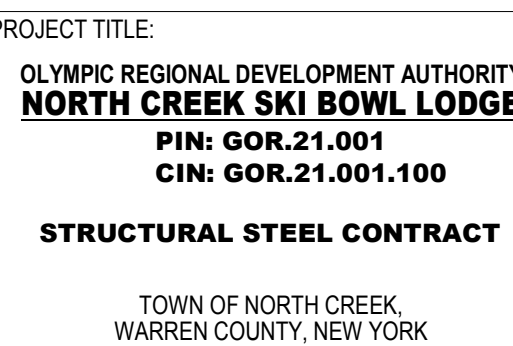
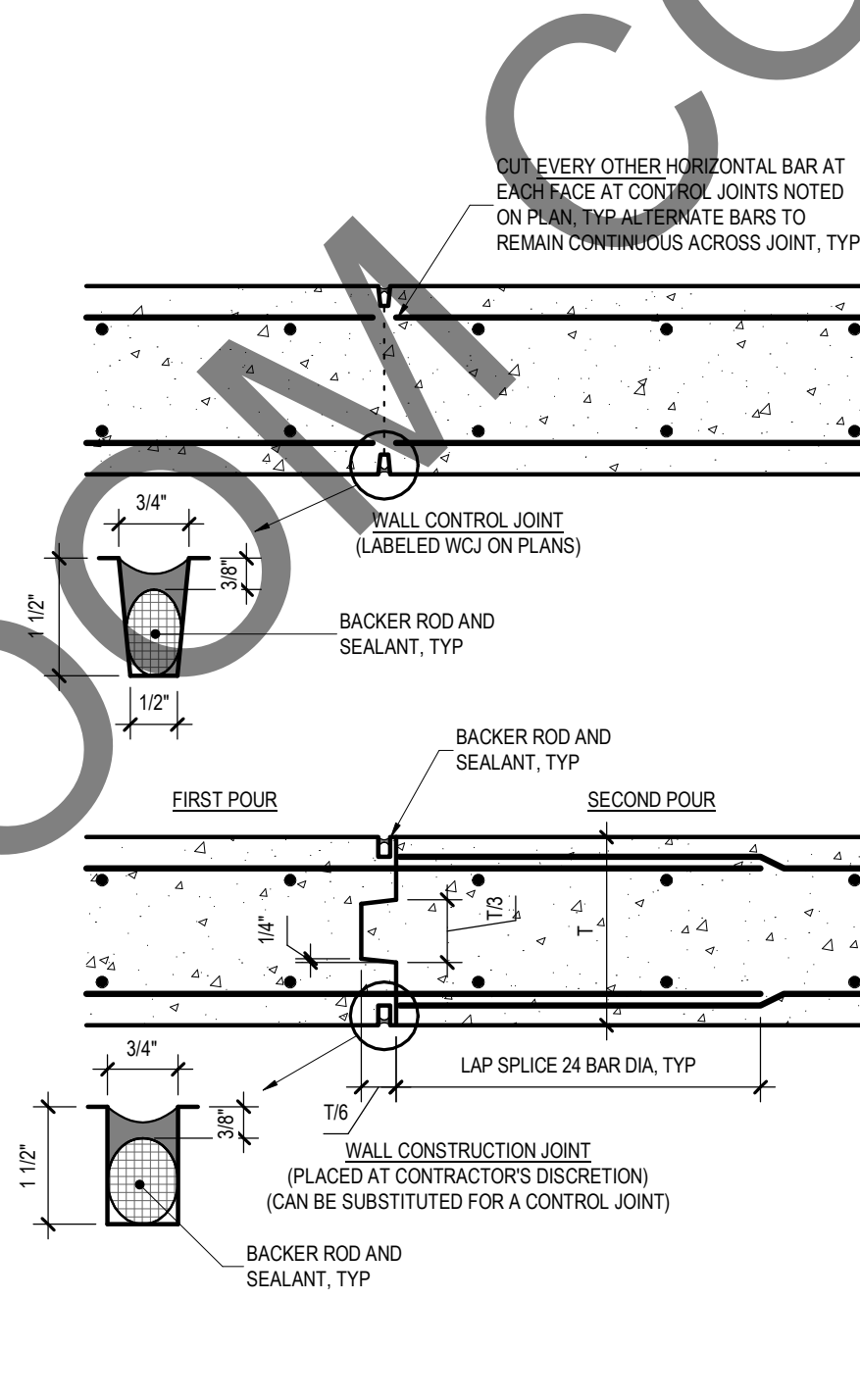
SLAB REENTRANT CORNER REINFORCEMENT

SCALE: 3/4" = 1'-0"



7	WALL CORNER AND TEE REINFORCEMENT

SCALE: 3/4" = 1'-0"



FOOTING REINFORCING REQUIREMENTS			
FOOTING MARK	FOOTING SIZE	FOOTING DEPTH	REBAR QTY AND SIZE
F2.0	2'-0" x 2'-0"	1'-0"	(3) No. 5s
F3.0	3'-0" x 3'-0"	1'-0"	(4) No. 5s
F4.0	4'-0" x 4'-0"	1'-0"	(5) No. 5s
F5.0	5'-0" x 5'-0"	1'-3"	(6) No. 5s
F6.0	6'-0" x 6'-0"	1'-3"	(7) No. 5s
F7.0	7'-0" x 7'-0"	1'-6"	(8) No. 6s
F8.0	8'-0" x 8'-0"	1'-6"	(9) No. 7s
F9.0	9'-0" x 9'-0"	1'-9"	(10) No. 7s
F10.0	10'-0" x 10'-0"	1'-9"	(11) No. 7s

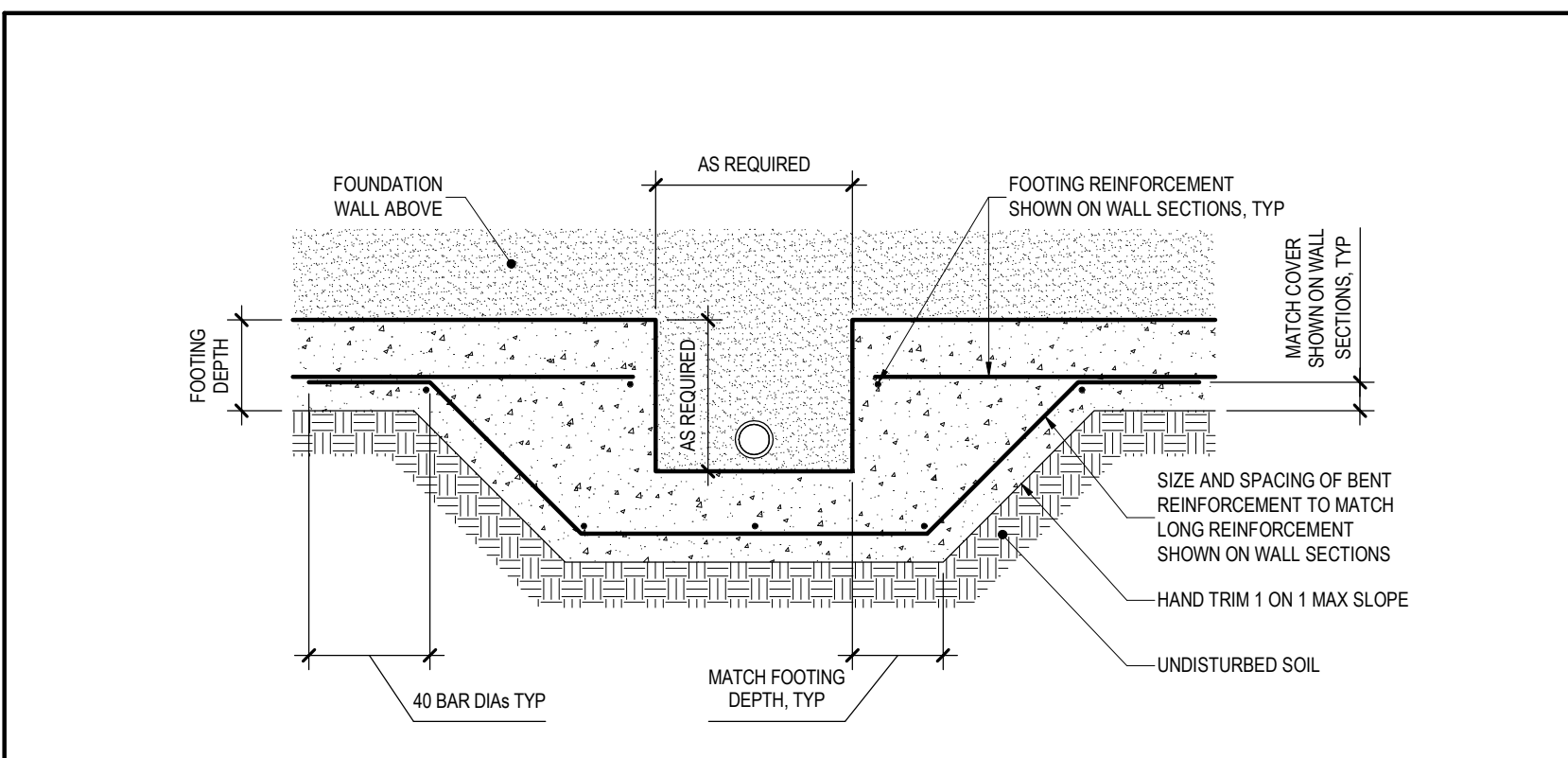
NOTES:

1. 3" COVER UNLESS NOTED OTHERWISE (UNO)
2. USE ASTM A615, 60ksi REBAR, UNO
3. PROVIDE LISTED SIZE AND QUANTITY OF REBAR IN EACH DIRECTION AS SHOWN.
4. CONTINUE REINFORCEMENT OF ADJACENT STRIP FOOTINGS THROUGH OR INTO COLUMN FOOTINGS UNO USE 40 BAR DIA MIN LAP SPICE LENGTH.
5. POUR ADJACENT STRIP FOOTINGS MONOLITHICALLY WITH MAIN WALLS UNO
6. SEE GENERAL CONCRETE NOTES FOR FOOTING CONCRETE REQUIREMENTS.
7. SEE GENERAL EARTHWORK NOTES FOR SUBGRADE SUBBASE, AND OTHER REQUIREMENTS.

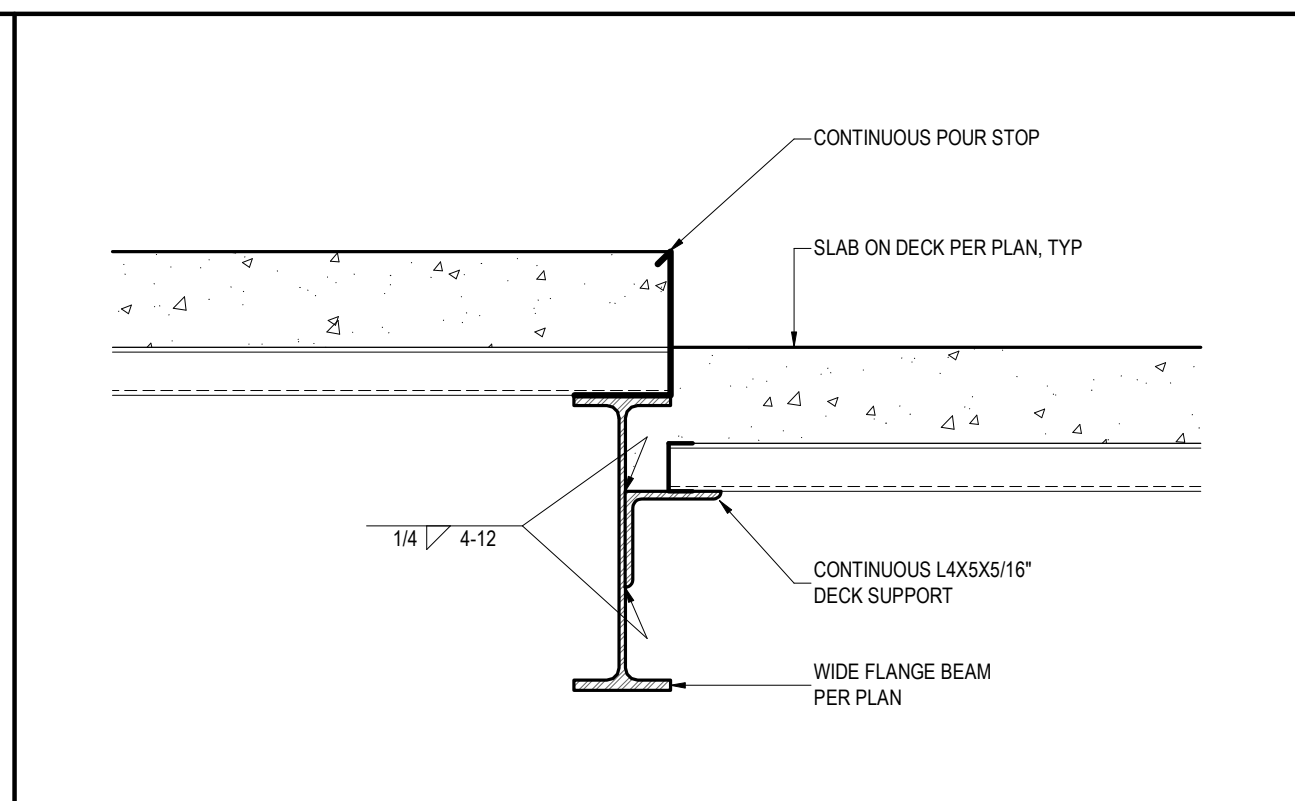
FOOTING SCHEDULE

SCALE: 1" = 1'-0"

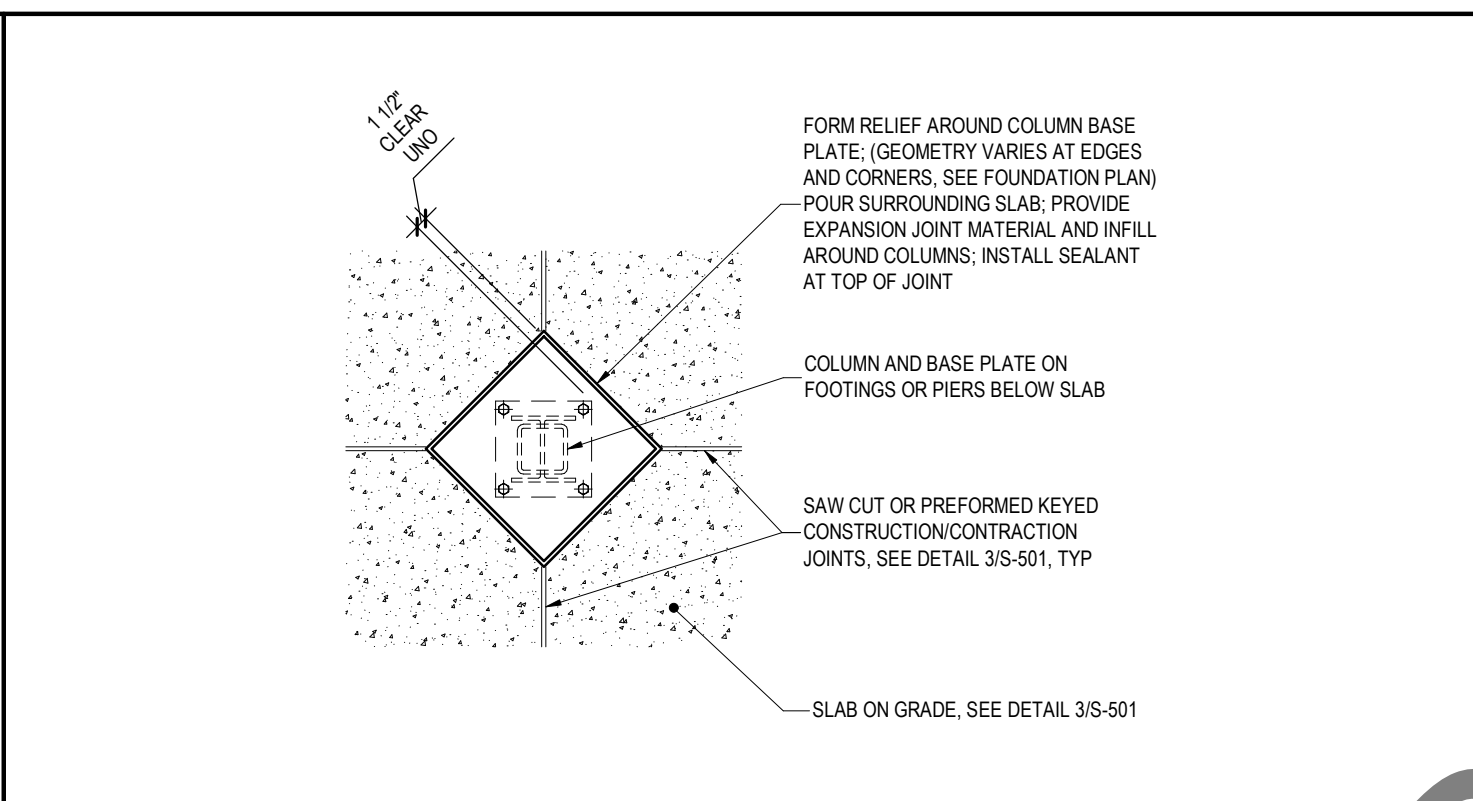
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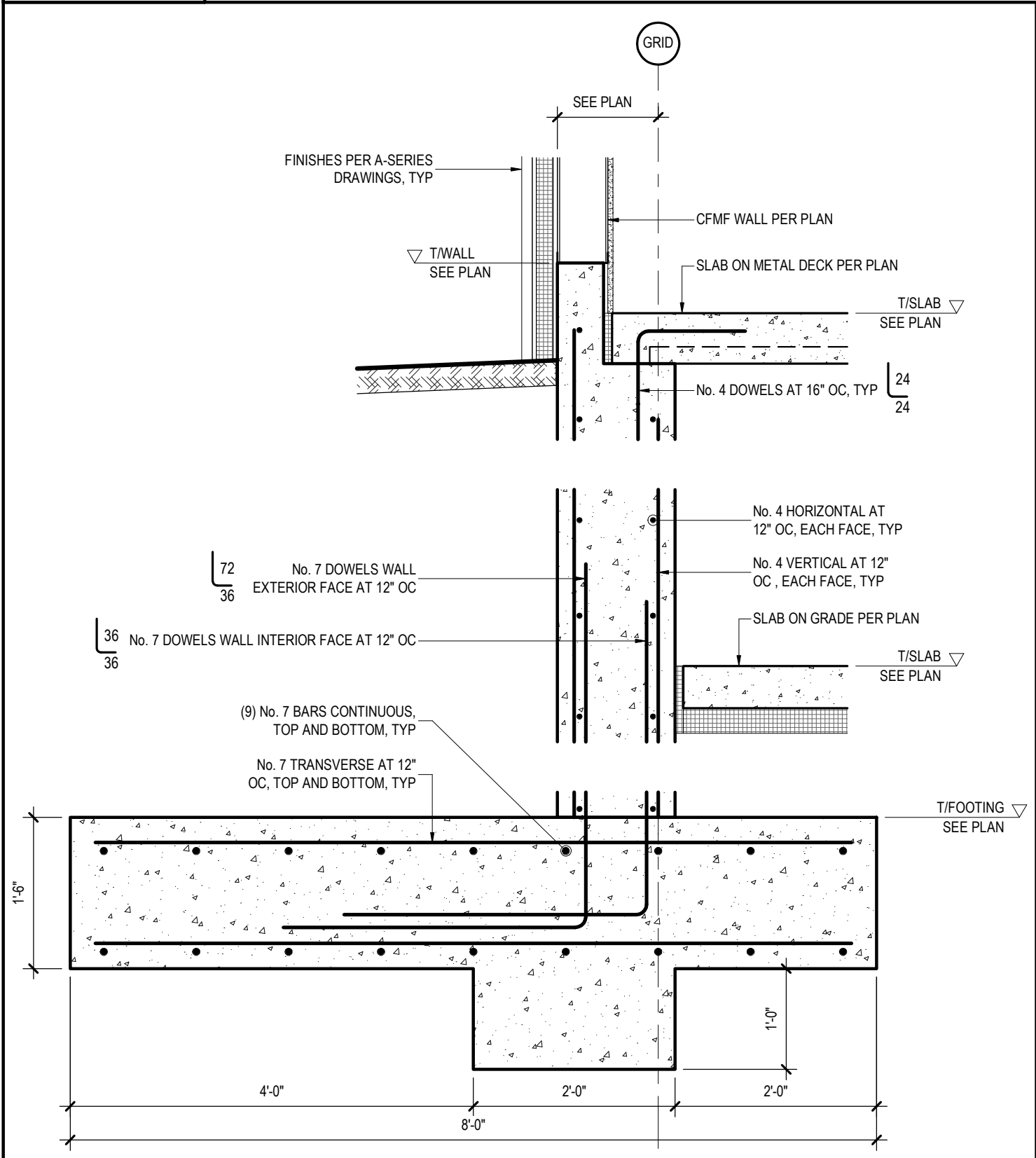
9 FOOTING STEP REINFORCEMENT UNDER PENETRATION
SCALE: 1/2" = 1'-0"



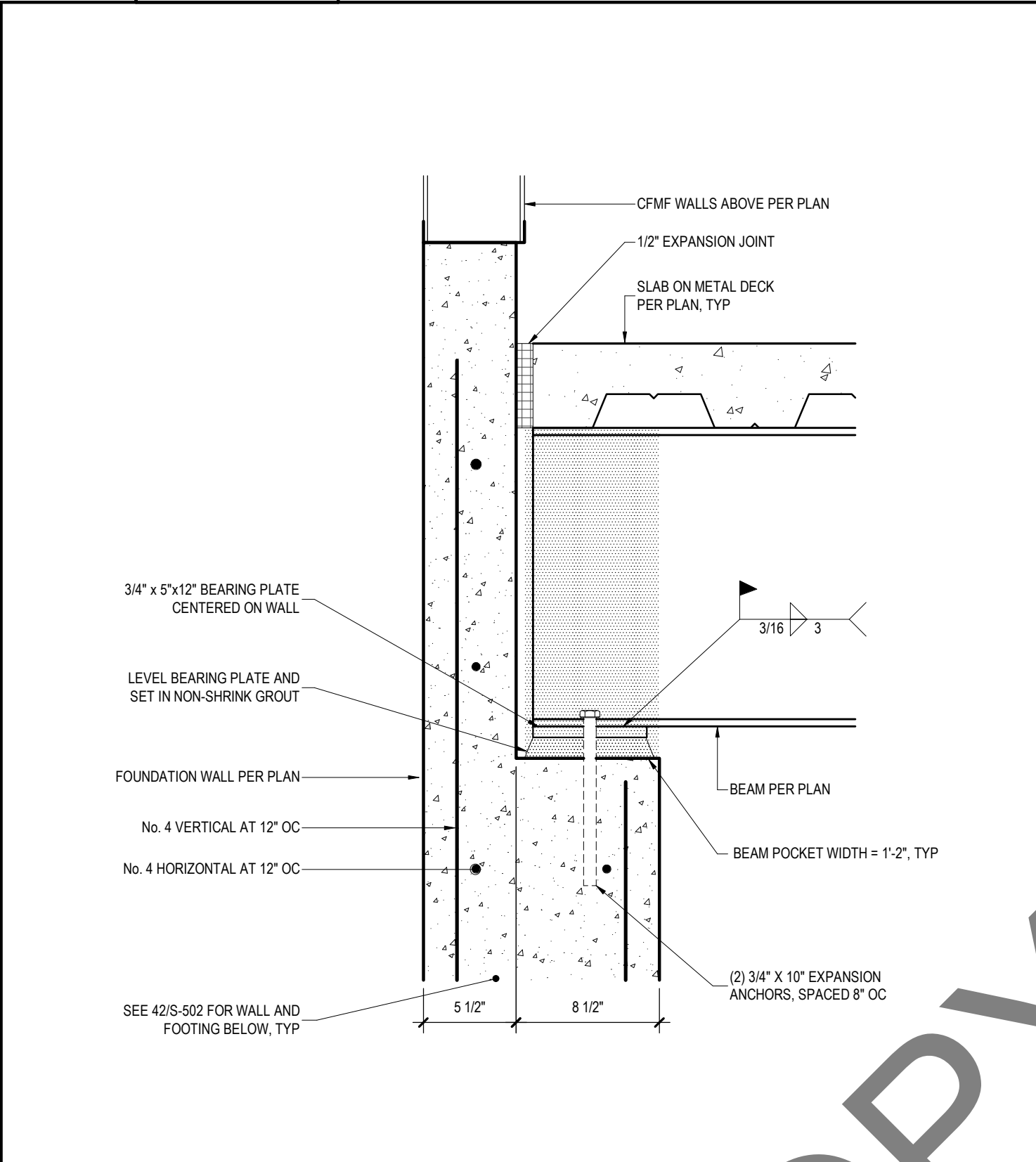
10 TYPICAL SECTION AT SLAB ON DECK STEP
REF: 1/S-102 SCALE: 1 1/2" = 1'-0"



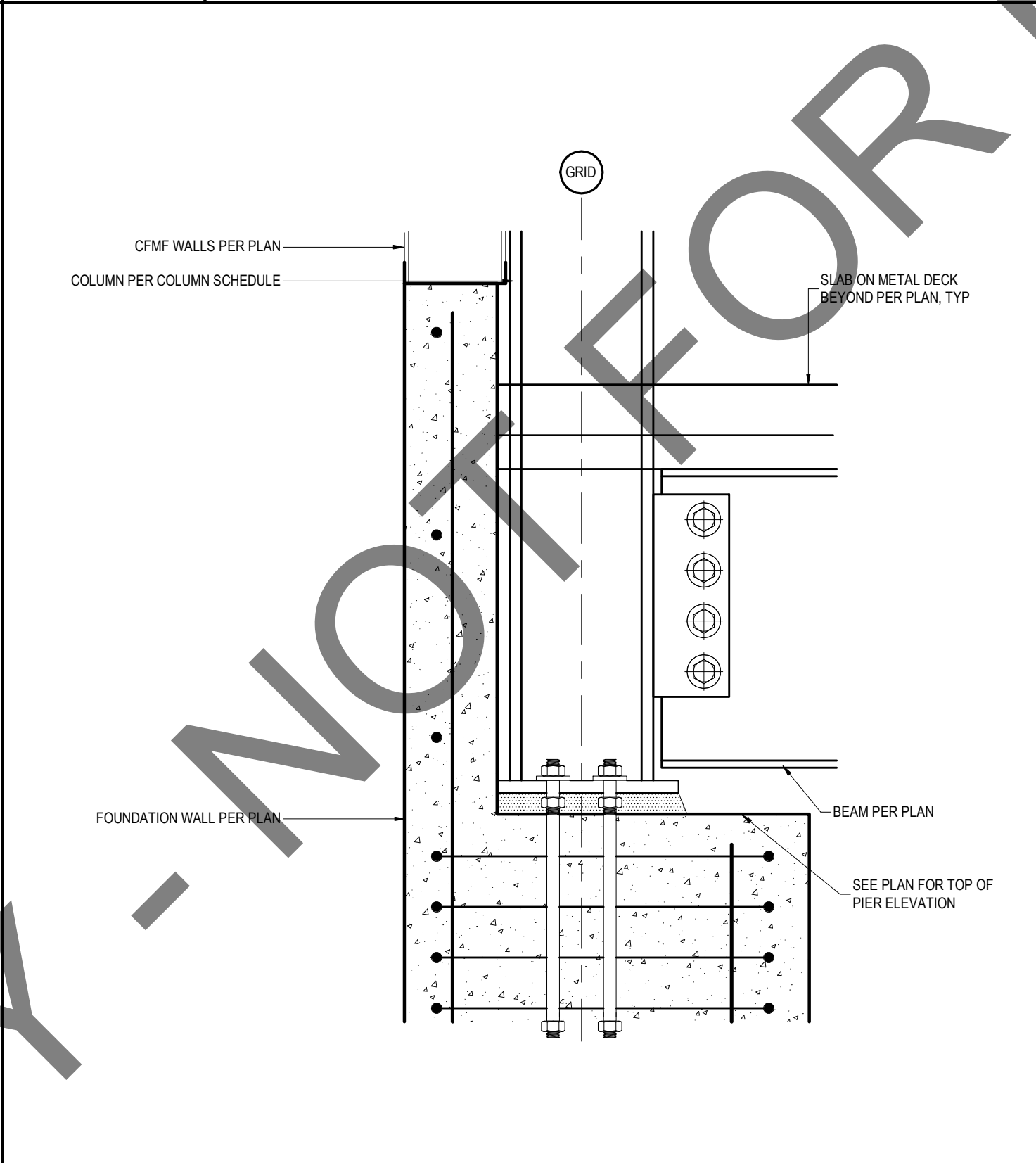
11 TYPICAL JOINT AROUND COLUMN BASE
SCALE: 1/2" = 1'-0"



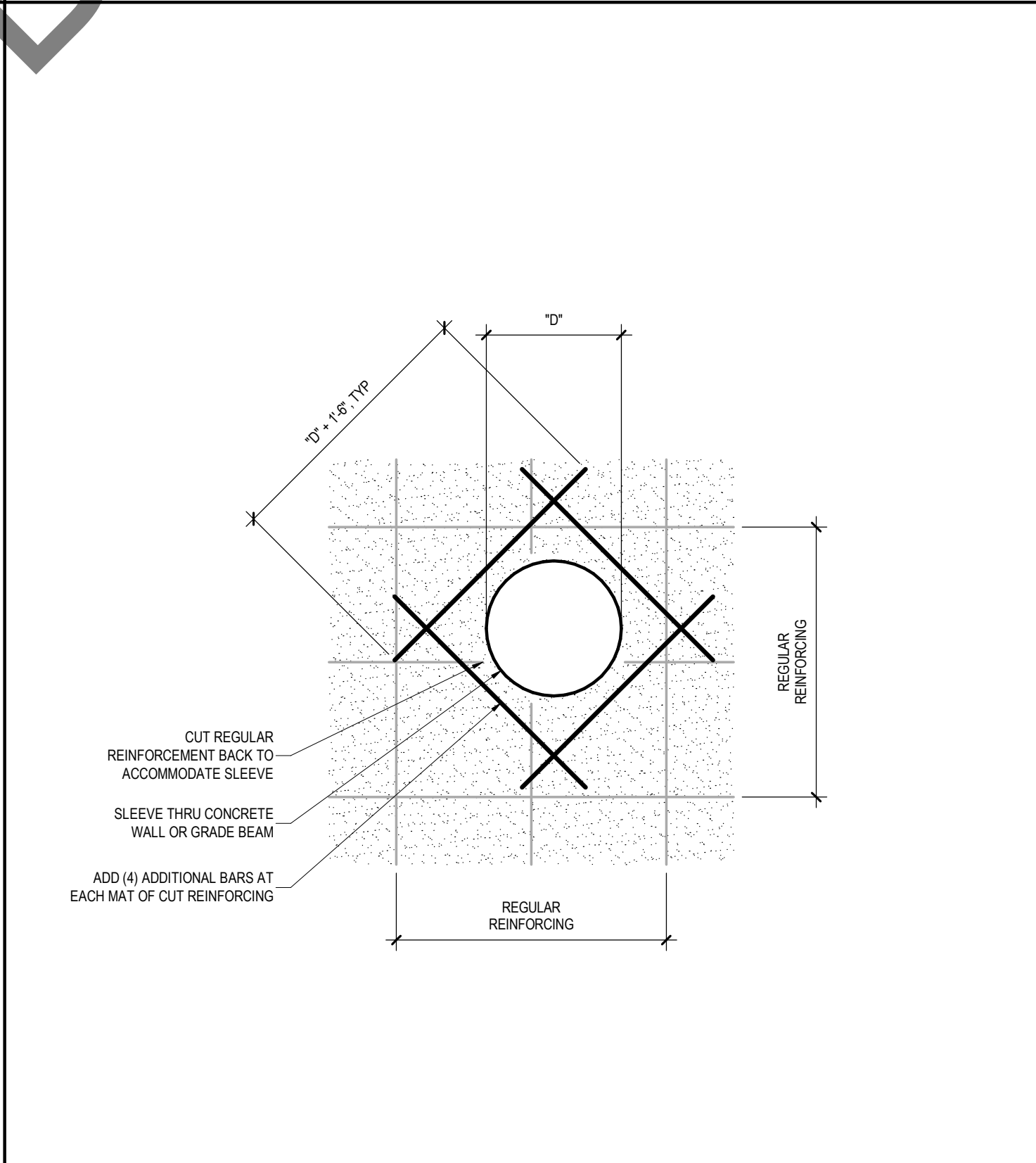
5 RETAINING FOUNDATION WALL SECTION
REF: 1/S-100 SCALE: 3/4" = 1'-0"



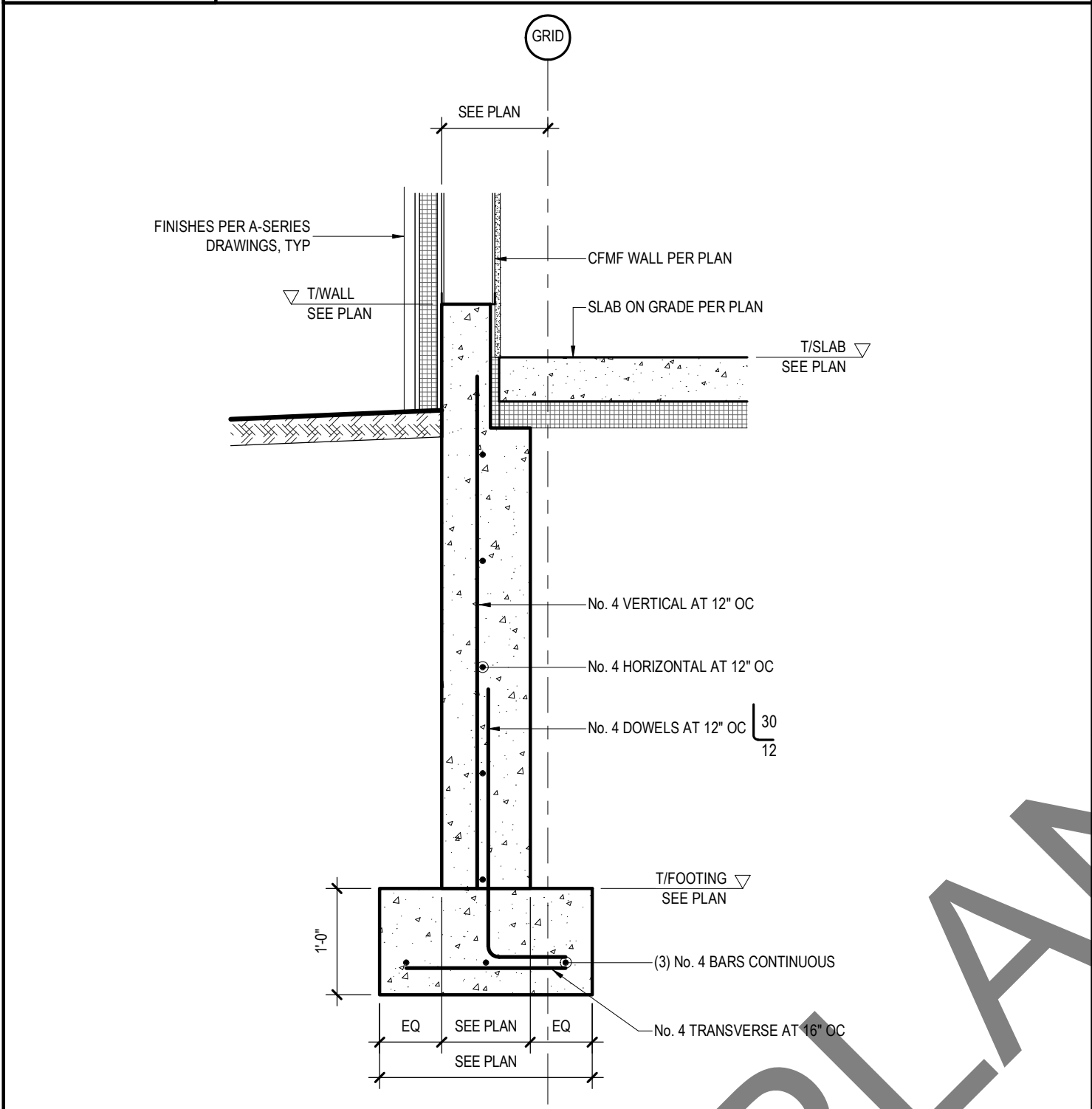
6 TYPICAL BEAM POCKET DETAIL
SCALE: 1 1/2" = 1'-0"



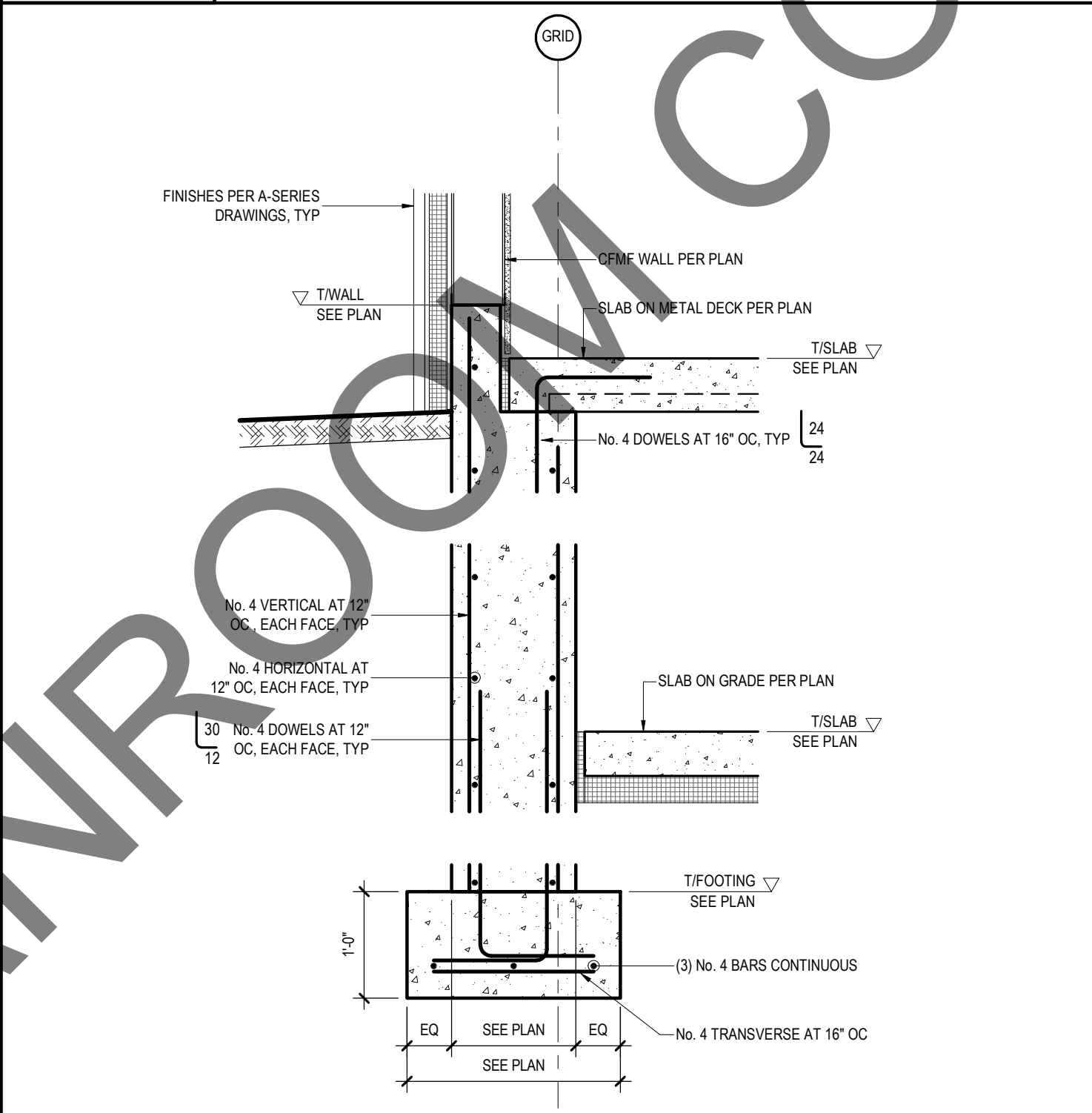
7 TYPICAL BEAM FRAMING INTO COLUMN BASE
SCALE: 1 1/2" = 1'-0"



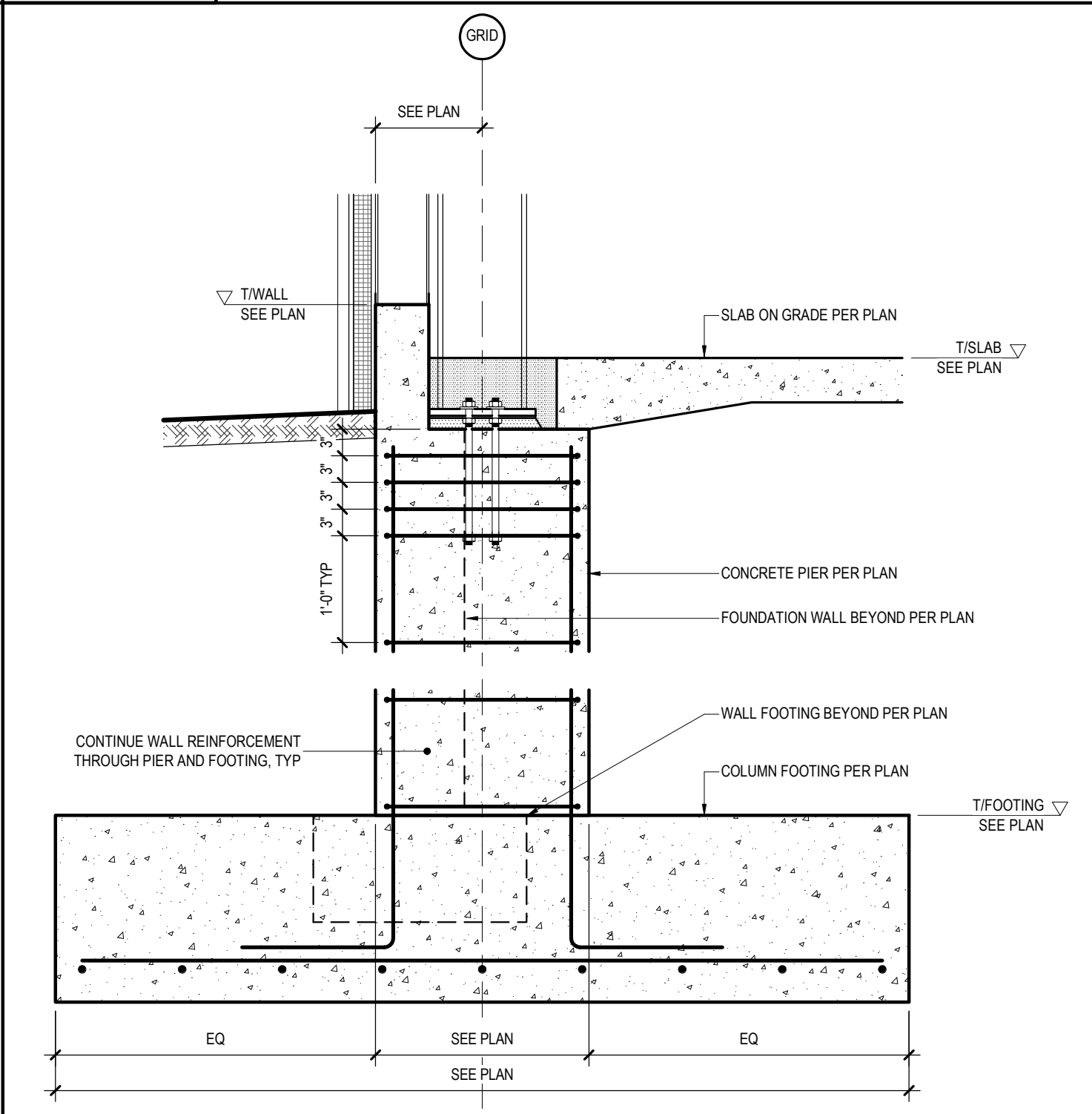
8 WALL PENETRATION REINFORCEMENT DETAILS
SCALE: 1" = 1'-0"



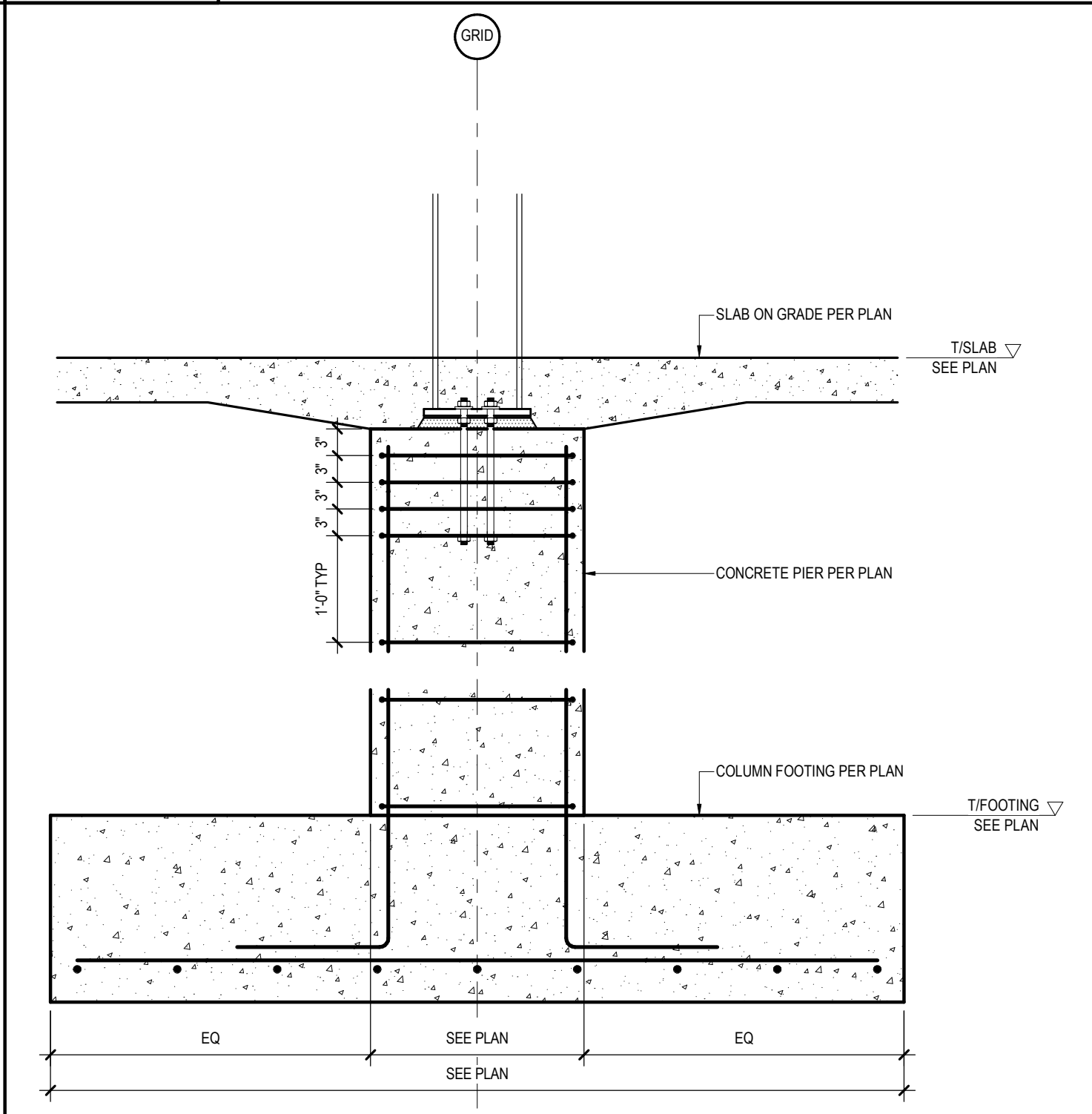
1 TYPICAL FOUNDATION WALL SECTION
REF: 1/S-100 SCALE: 3/4" = 1'-0"



2 FOUNDATION WALL SECTION
REF: 1/S-100 SCALE: 3/4" = 1'-0"



3 TYPICAL FOUNDATION WALL SECTION AT COLUMN
REF: 1/S-100 SCALE: 3/4" = 1'-0"



4 TYPICAL PIER SECTION
SCALE: 3/4" = 1'-0"

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STATE OF NEW YORK
JEFFREY A. BAK
LICENSED PROFESSIONAL ENGINEER
72015

OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

NORTH CREEK SKI BOWL LODGE

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:
**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL LODGE**
PIN: GOR.21.001
CIN: GOR.21.001.100

STRUCTURAL STEEL CONTRACT

TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

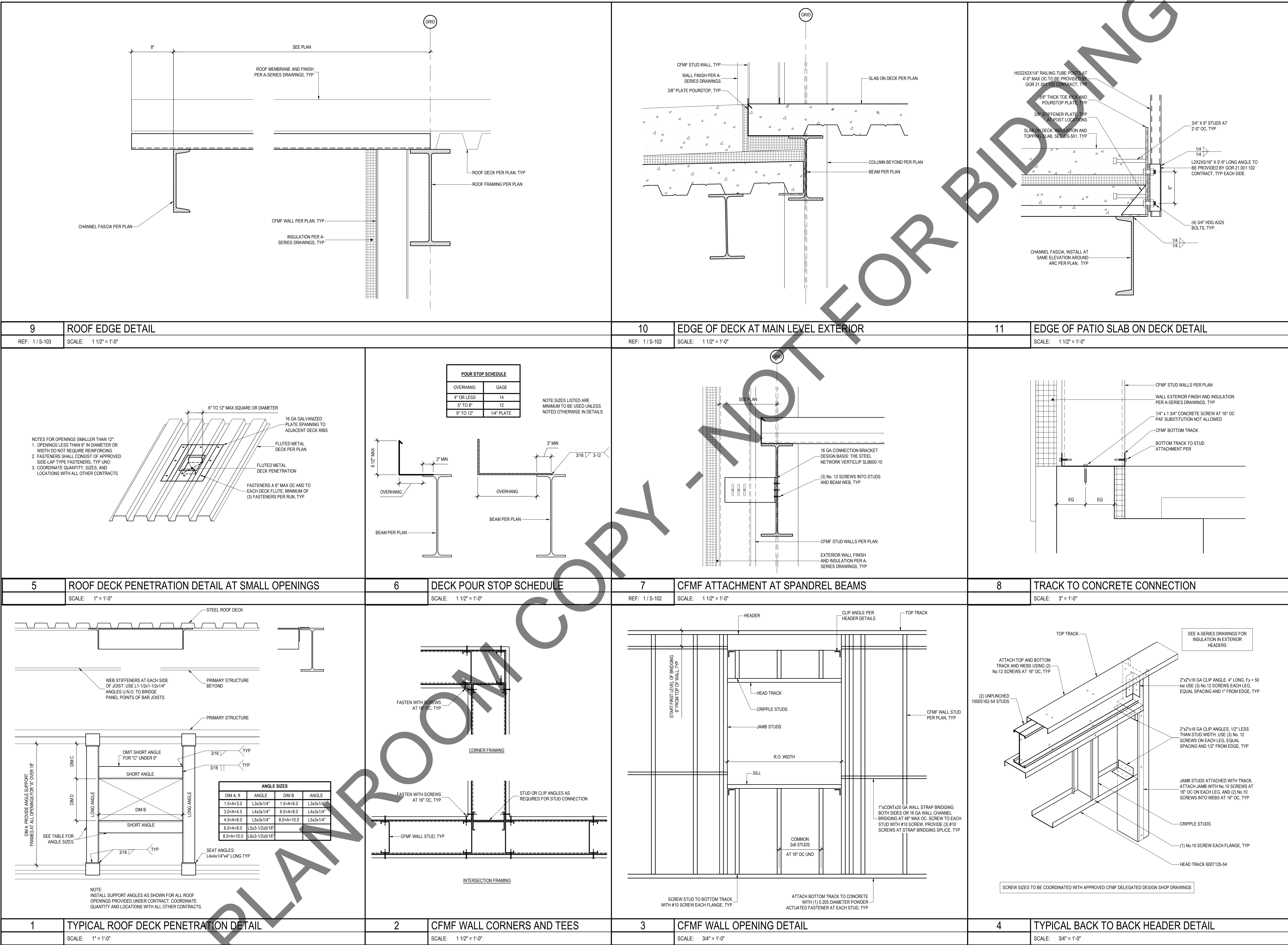
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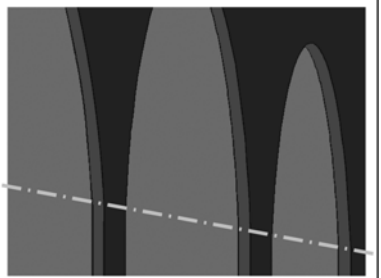
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JEFFREY A. BAK
LICENSED PROFESSIONAL ENGINEER
278015

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NORTH CREEK SKI BOWL LODGE

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:
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NORTH CREEK SKI BOWL LODGE**
PIN: GOR.21.001
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STRUCTURAL STEEL CONTRACT

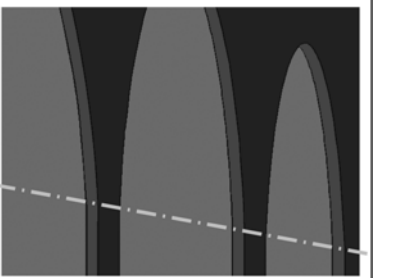
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NORTH CREEK SKI BOWL LODGE

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:

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NORTH CREEK SKI BOWL LODGE
PIN: GOR.21.001
CIN: GOR.21.001.100

STRUCTURAL STEEL CONTRACT

TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

AES PROJ. #: 5008

<u>ISSUE #:</u>	<u>DESCRIPTION:</u>	<u>DATE:</u>
1	BID SUBMISSION	01.19.22

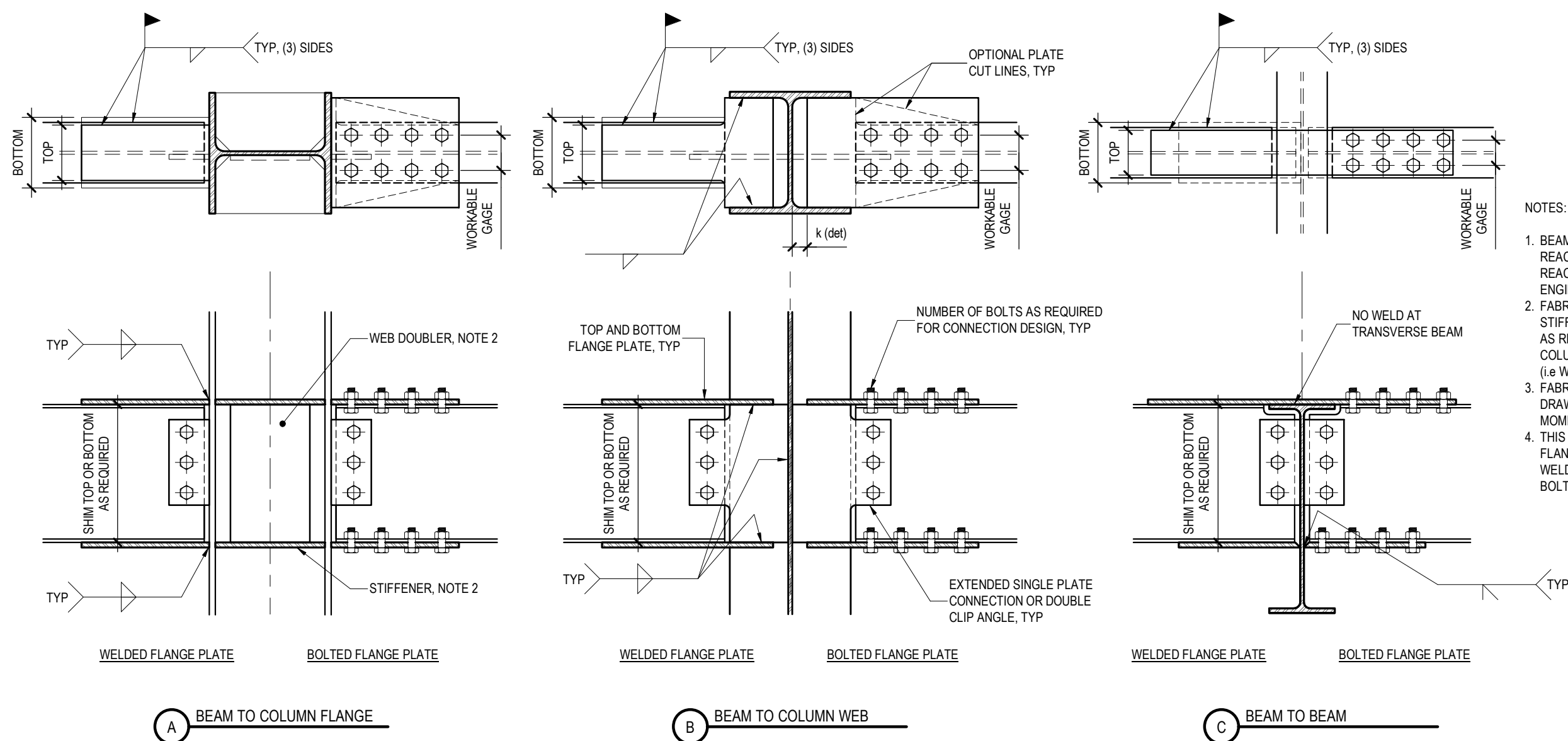
Figure 1 is a schematic representation of the three phases of the experiment. It consists of a horizontal timeline divided into three segments. The first segment is labeled '1^h' and is filled with a black and white checkerboard pattern. The second segment is labeled '2^h' and is filled with a solid black color. The third segment is labeled '3^h' and is filled with a solid white color.

DRAWING TITLE:

STRUCTURAL SECTIONS AND DETAILS

SHEET NO. :

S-511

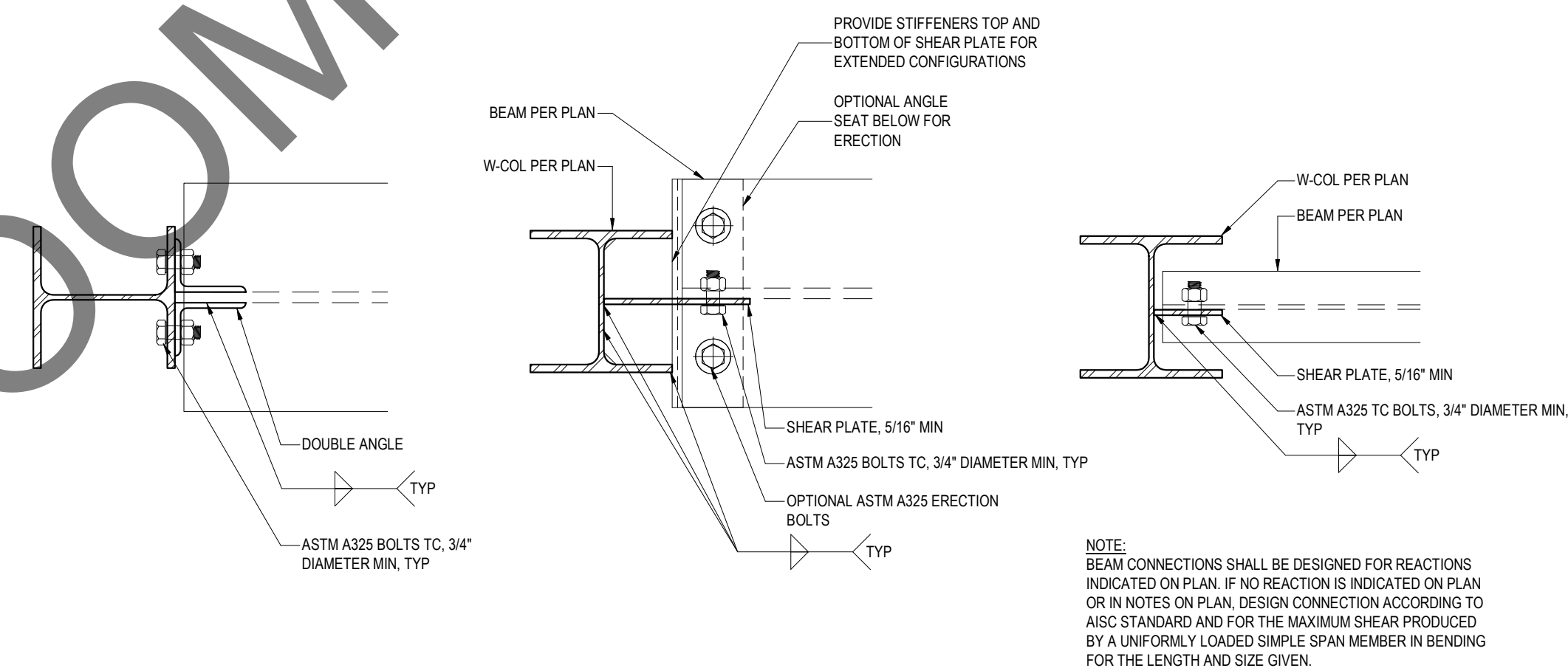
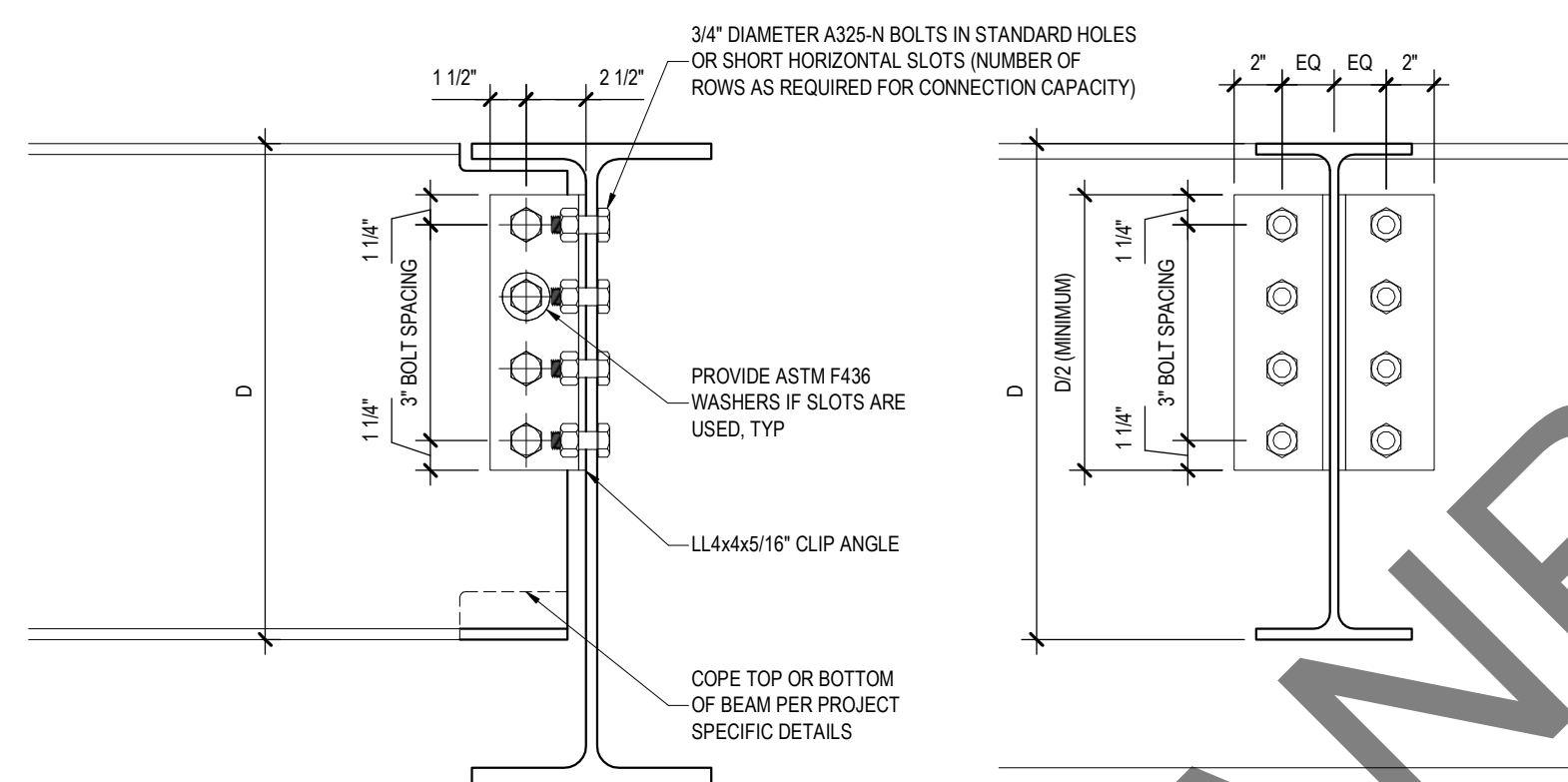


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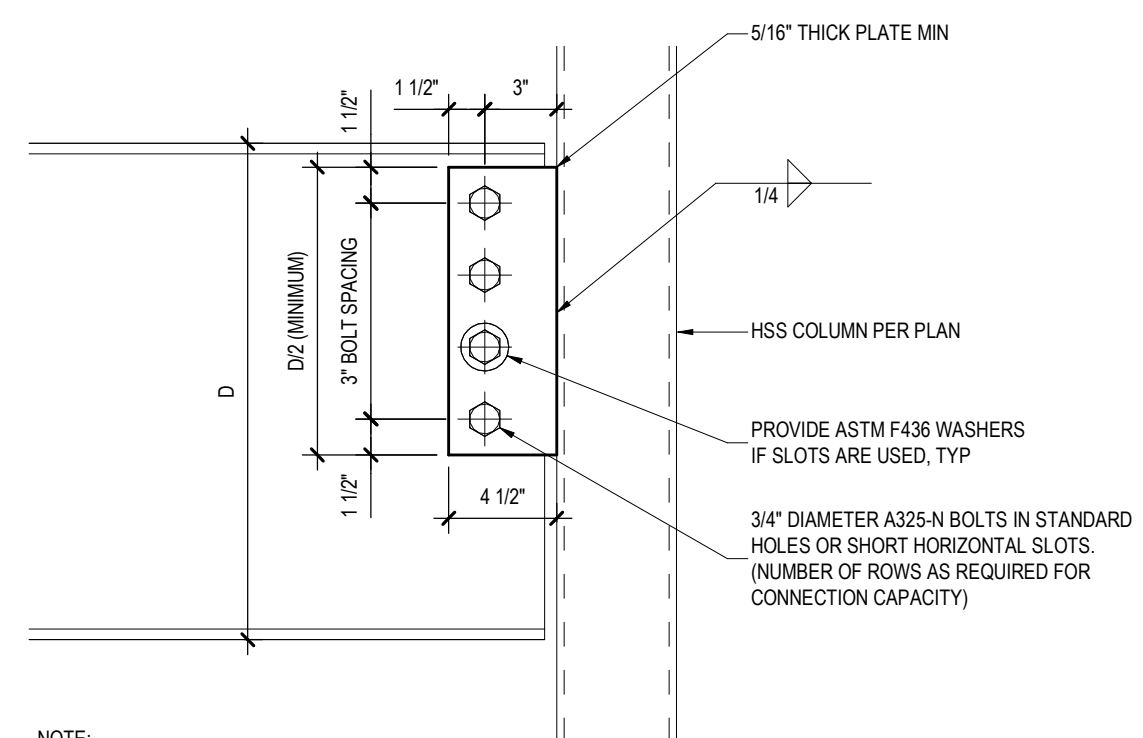
1. BEAM CONNECTIONS SHALL BE DESIGNED FOR THE REACTIONS INDICATED ON THE PLANS, WHERE REACTIONS ARE NOT PROVIDED, CONTACT THE ENGINEER OF RECORD.
2. FABRICATOR'S OPTION TO DESIGN COLUMN WEB STIFFENERS AND/OR DOUBLERS OR UPSIZE COLUMN AS REQUIRED FOR CONNECTION CAPACITY. SELECT COLUMN FROM SIMILAR DEPTH GROUP AS INDICATED (i.e. W12, W14, ETC.)
3. FABRICATOR TO DETAIL ERECTION AIDS ON SHOP DRAWINGS AS REQUIRED FOR FULLY WELDED MOMENT CONNECTIONS.
4. THIS DETAIL IS USED TO SHOW VARIOUS TYPICAL FLANGE PLATE MOMENT CONNECTIONS. DO NOT USE WELDED FLANGE PLATES IN COMBINATION WITH BOLTED FLANGE PLATES.

4	TYPICAL FLANGE PLATED MOMENT CONNECTIONS

SCALE: 1" = 1'-0"



NOTE:
BEAM CONNECTIONS SHALL BE DESIGNED FOR REACTIONS INDICATED ON PLAN. IF NO REACTION IS INDICATED ON PLAN OR IN NOTES ON PLAN, DESIGN CONNECTION ACCORDING TO AISC STANDARD AND FOR THE MAXIMUM SHEAR PRODUCED BY A UNIFORMLY LOADED SIMPLE SPAN MEMBER IN BENDING FOR THE LENGTH AND SIZE GIVEN.



NOTE:
BEAM CONNECTIONS SHALL BE DESIGNED FOR REACTIONS INDICATED ON THE PLANS. IF NO REACTION IS INDICATED, DESIGN FOR 15 KIPS MINIMUM ASD.

1	TYPICAL DOUBLE CLIP ANGLE CONNECTIONS

SCALE: 1 1/2" = 1'-0"

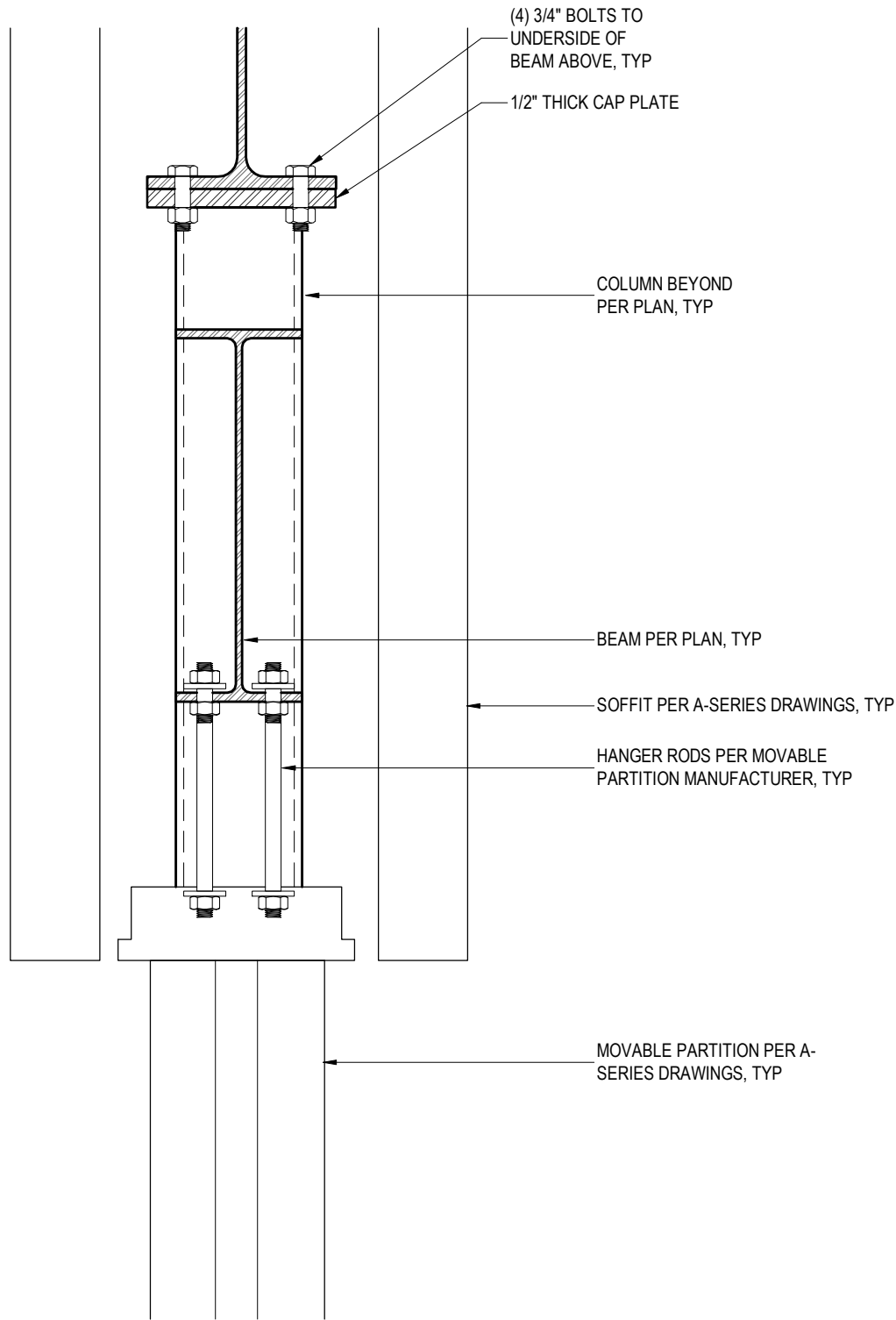
2	BEAM TO COLUMN CONNECTIONS

REF: 6 / S-301

3 | TYPICAL SINGLE PLATE CONNECTIONS

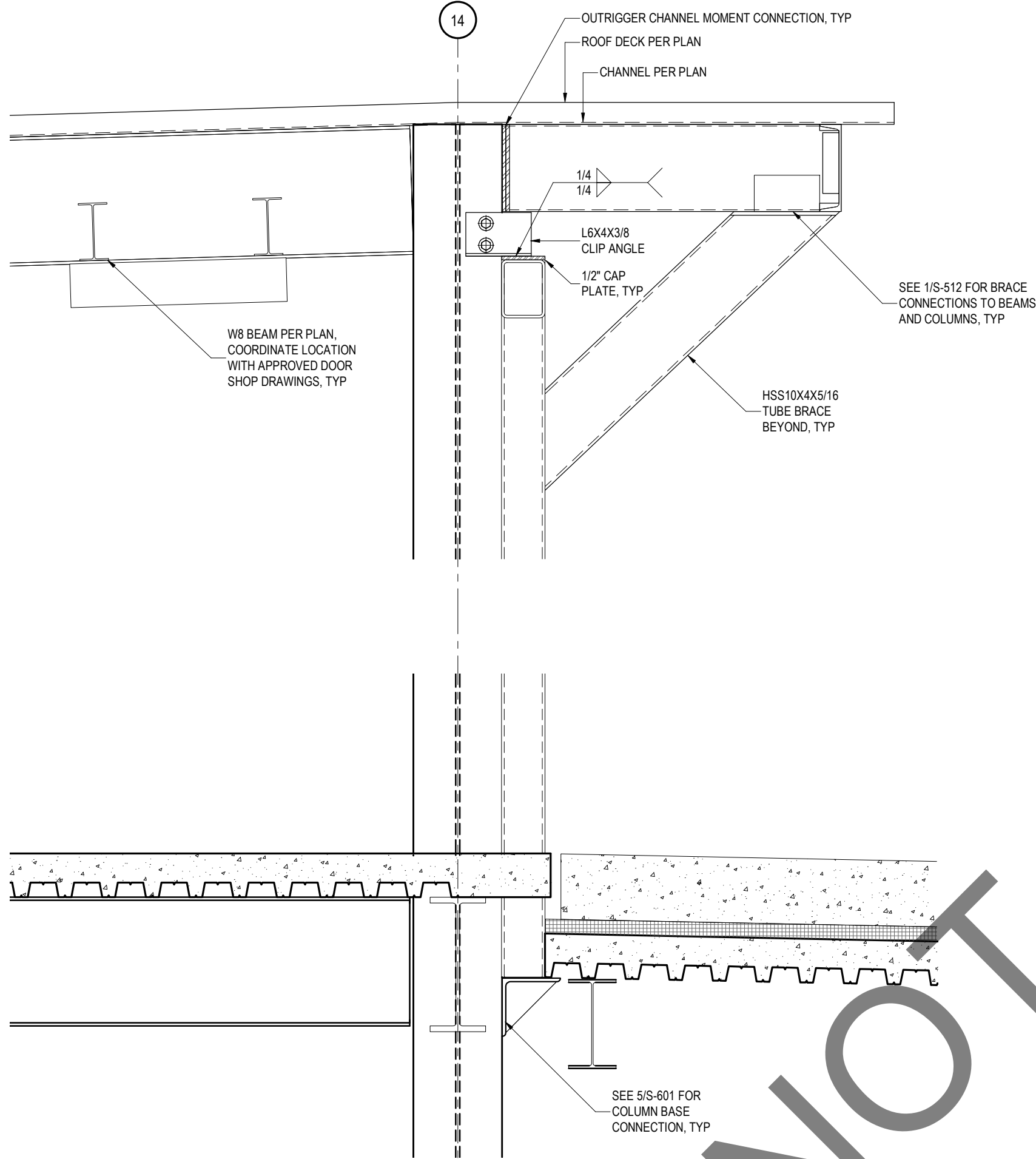
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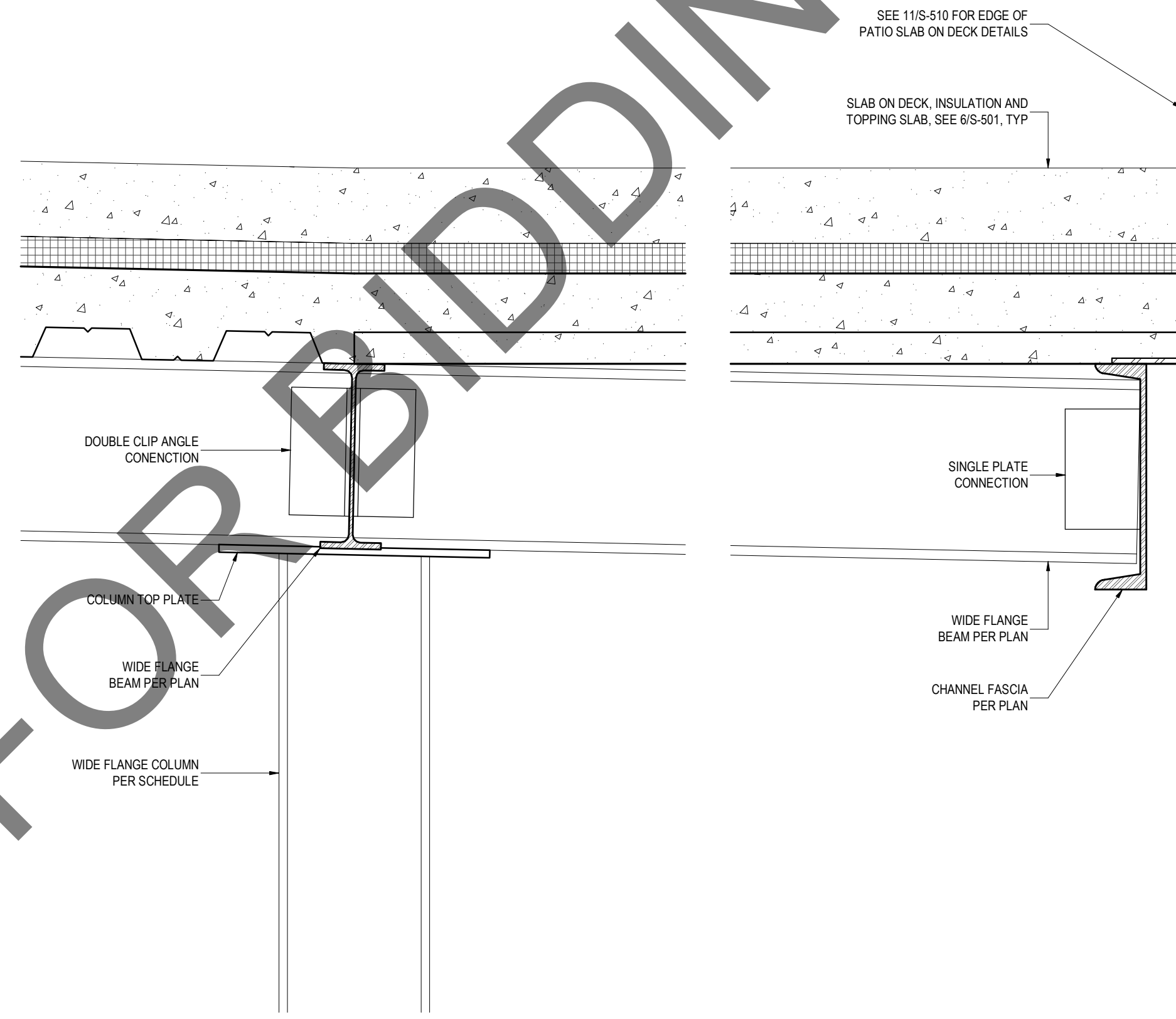
4 SECTION AT MOVABLE PARTITION

REF: 1/S-103 SCALE: 1 1/2" = 1'-0"



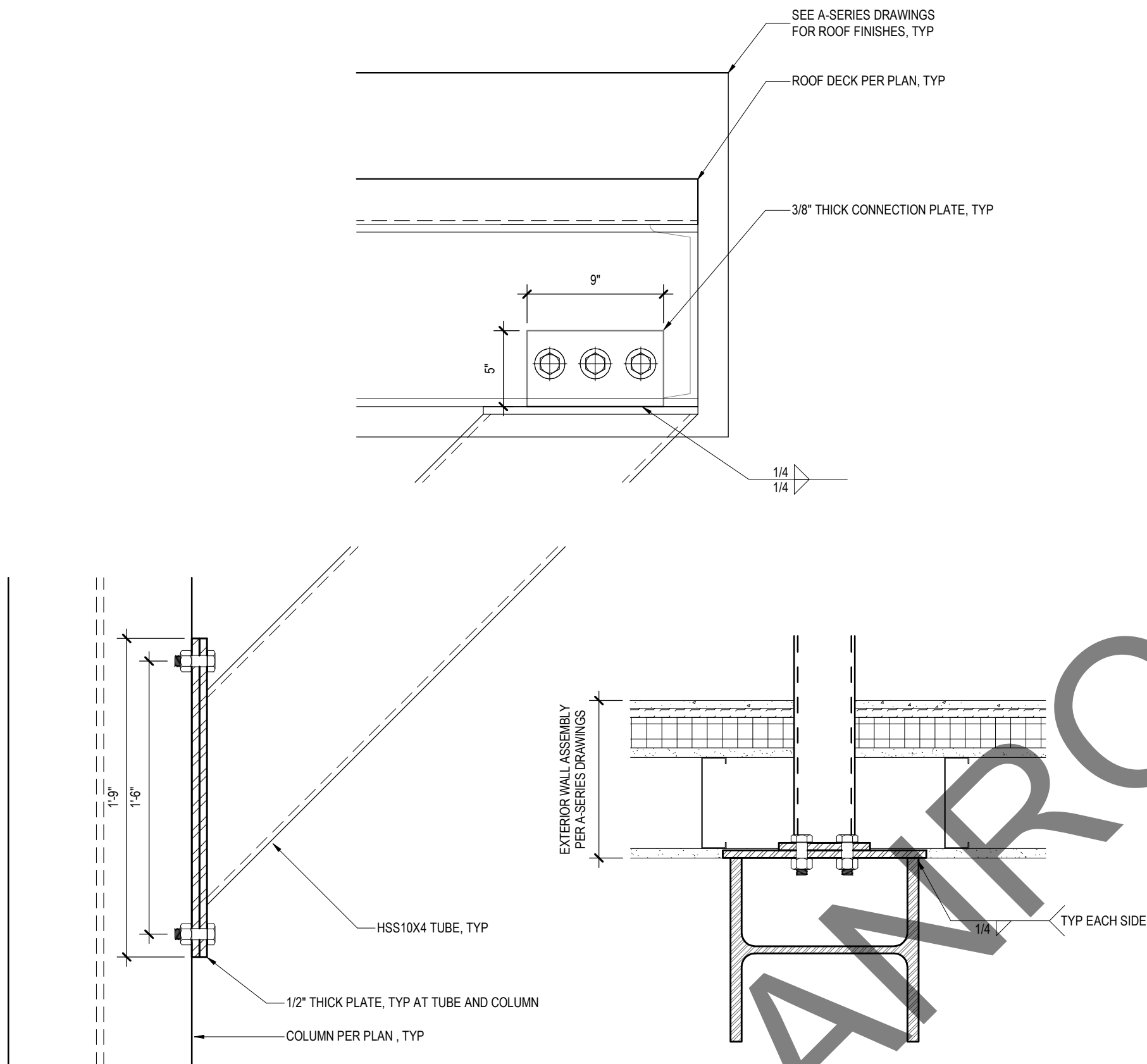
5 SECTION AT BIFOLD DOORS

REF: 1/S-102 SCALE: 3/4" = 1'-0"



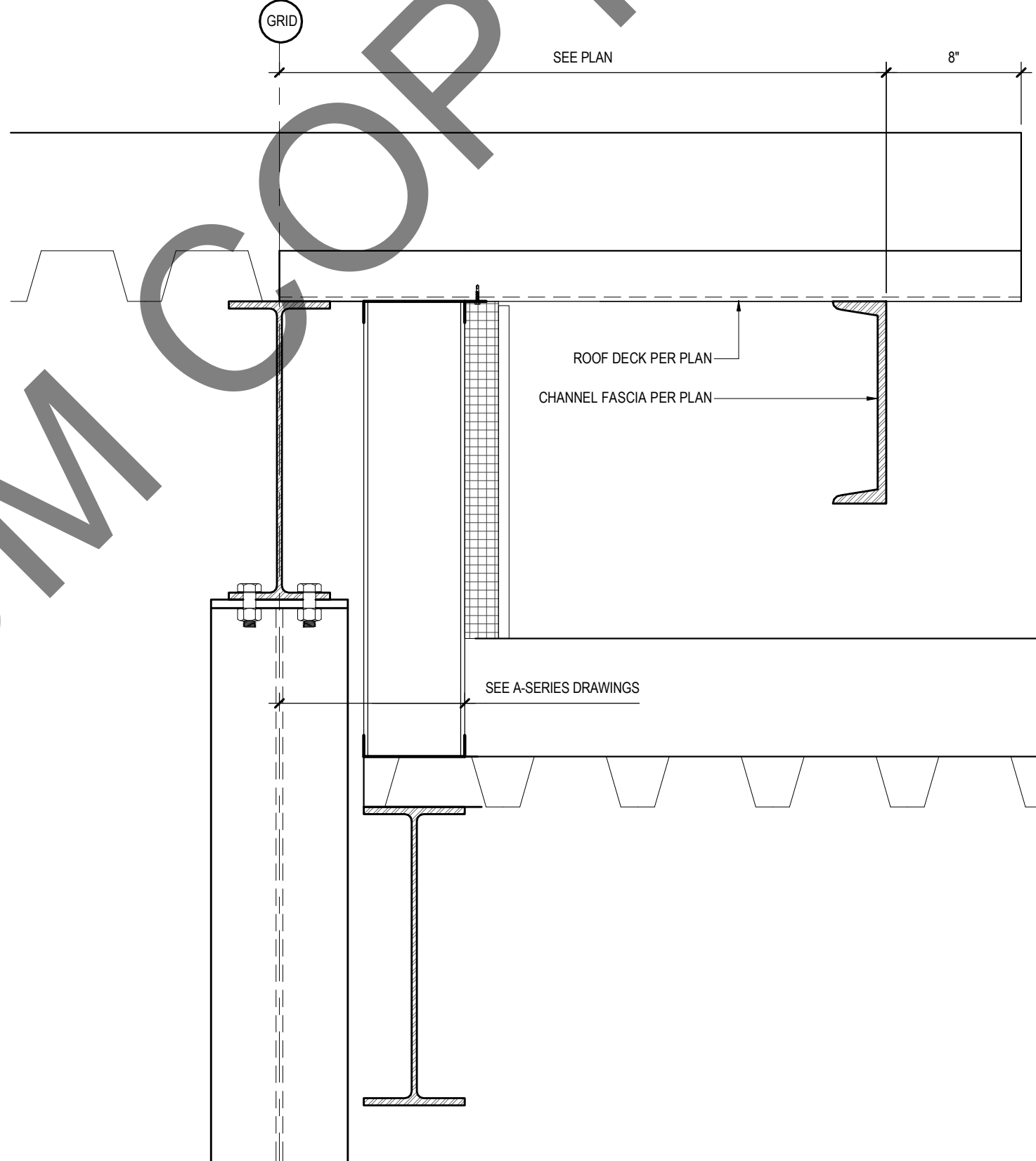
6 SECTION AT PATIO FASCIA

REF: 1/S-102 SCALE: 1 1/2" = 1'-0"



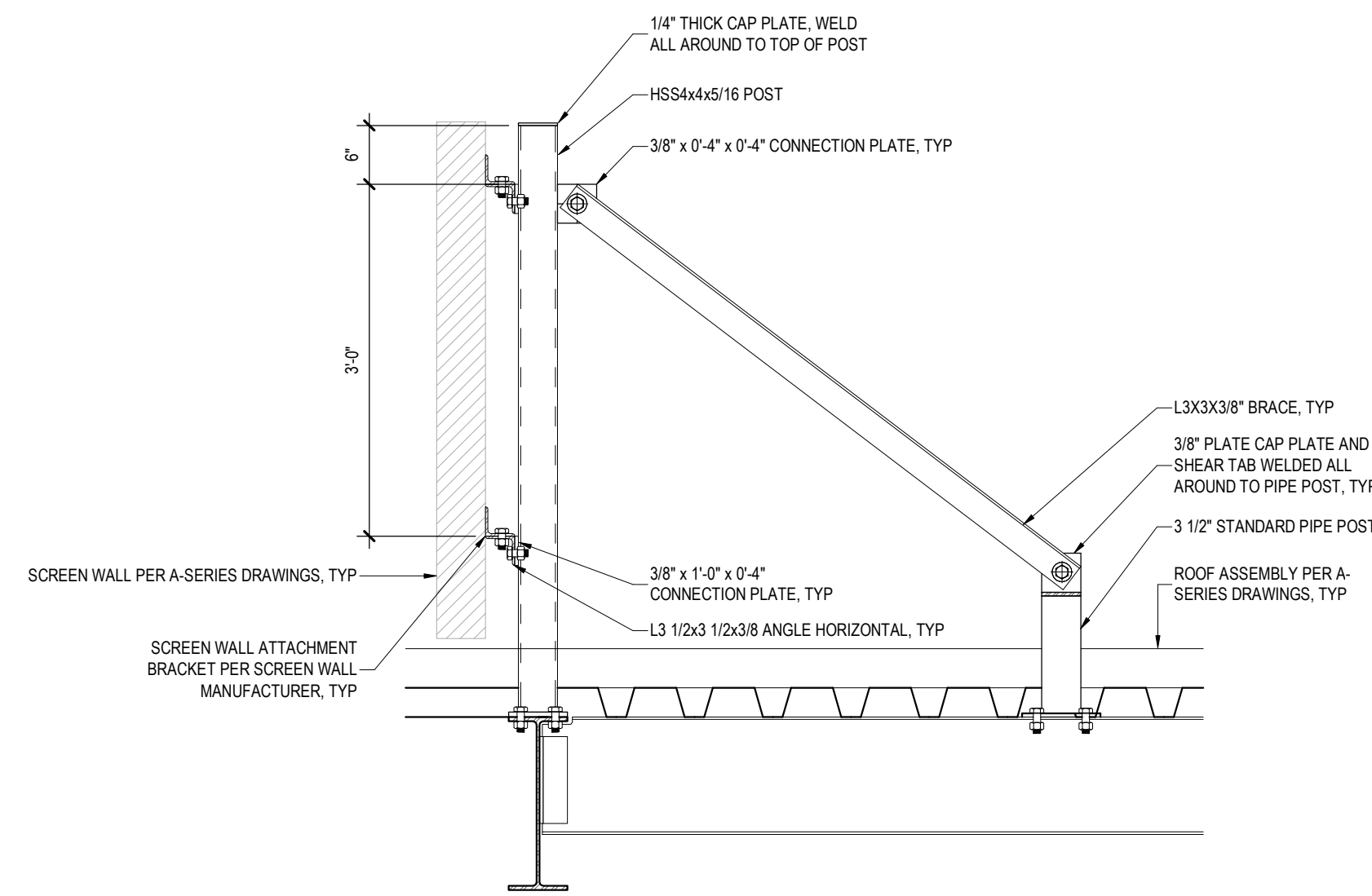
1 BRACE CONNECTION

SCALE: 1 1/2" = 1'-0"



2 SECTION AT ROOF

REF: 1/S-104 SCALE: 1 1/2" = 1'-0"



3 SECTION AT SCREEN WALL SUPPORT

REF: 1/S-104 SCALE: 3/4" = 1'-0"

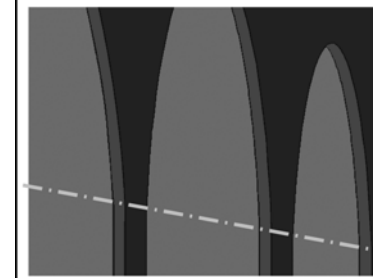
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OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

**NORTH CREEK SKI
BOWL LODGE**

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:
**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL LODGE**
PIN: GOR.21.001
CIN: GOR.21.001.100
STRUCTURAL STEEL CONTRACT

TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

AES PROJ. #: 6008

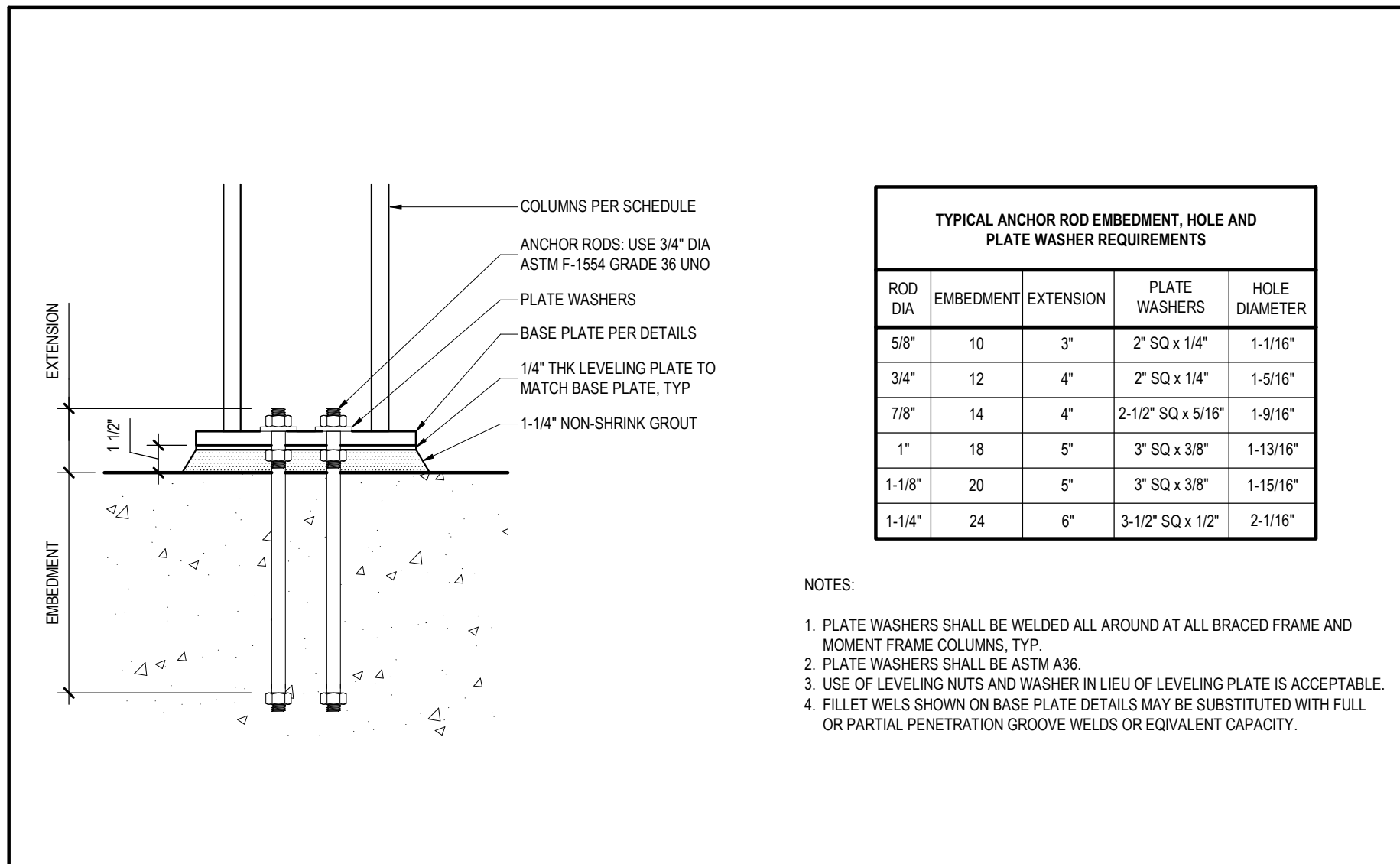
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1.1 Revision BID SUBMISSION Date: 2/22

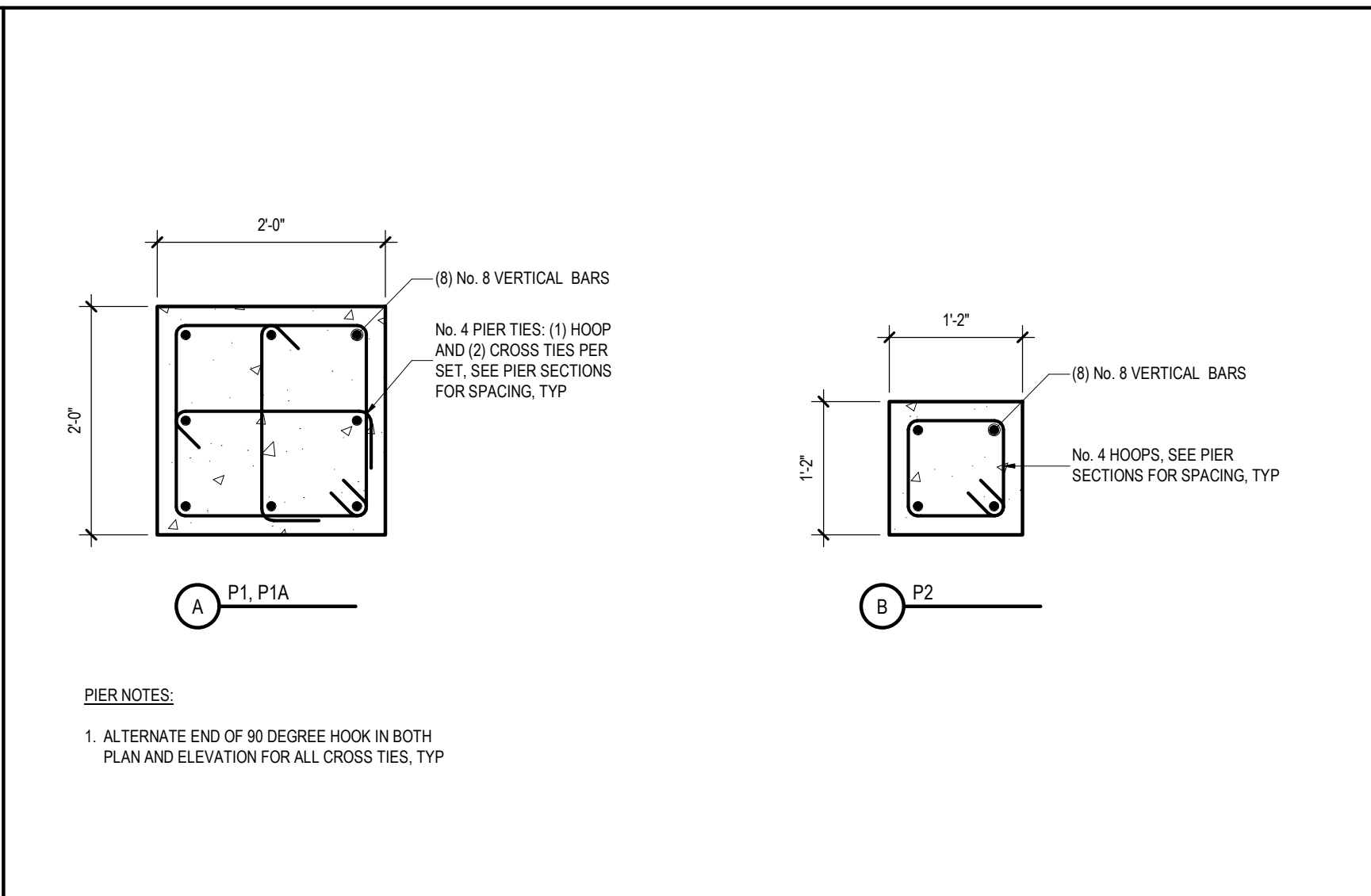
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**STRUCTURAL
SECTIONS AND
DETAILS**

SHEET NO.:

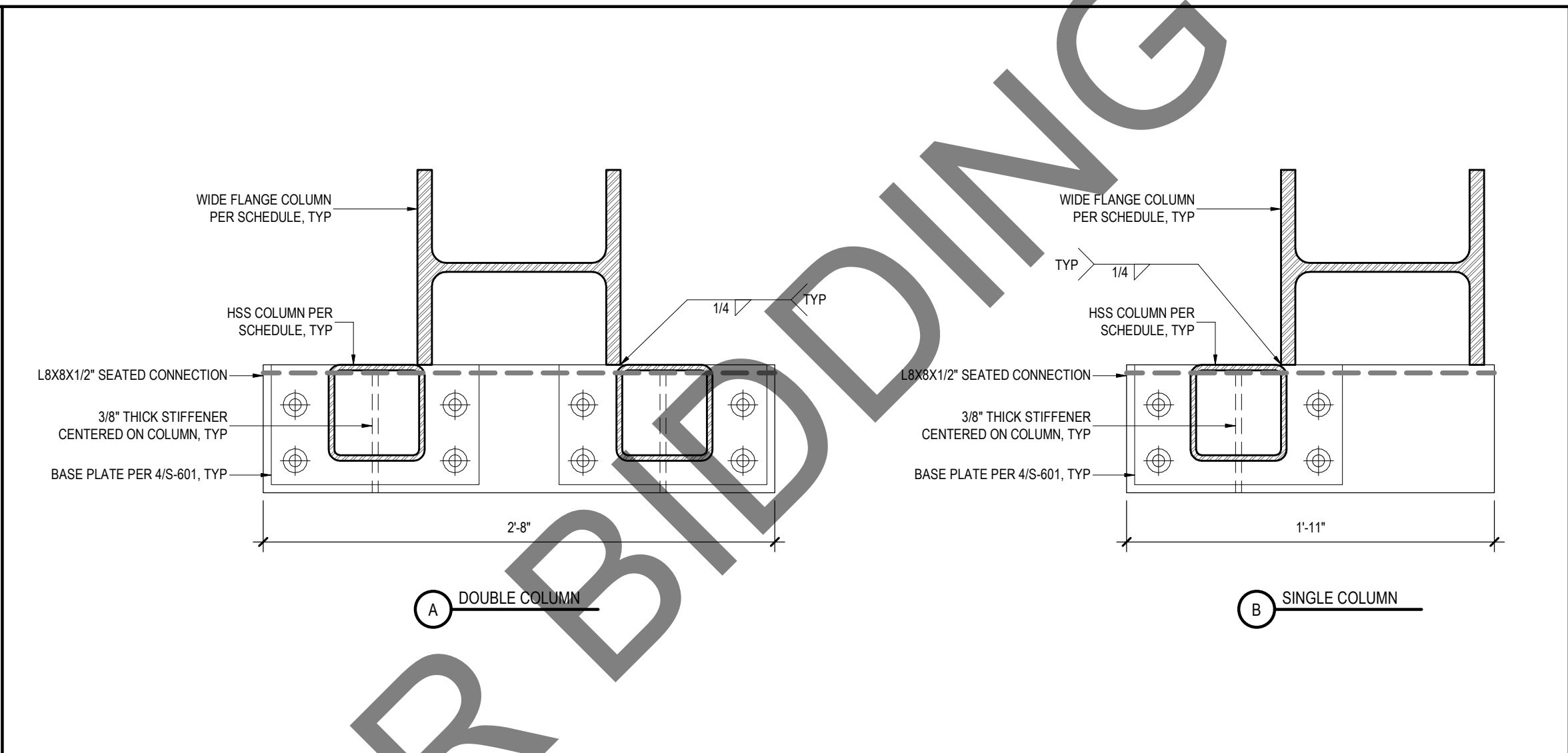
S-512



3 ANCHOR BOLT SCHEDULE
SCALE: 1 1/2" = 1'-0"



4 CONCRETE PIER DETAILS
SCALE: 3/4" = 1'-0"

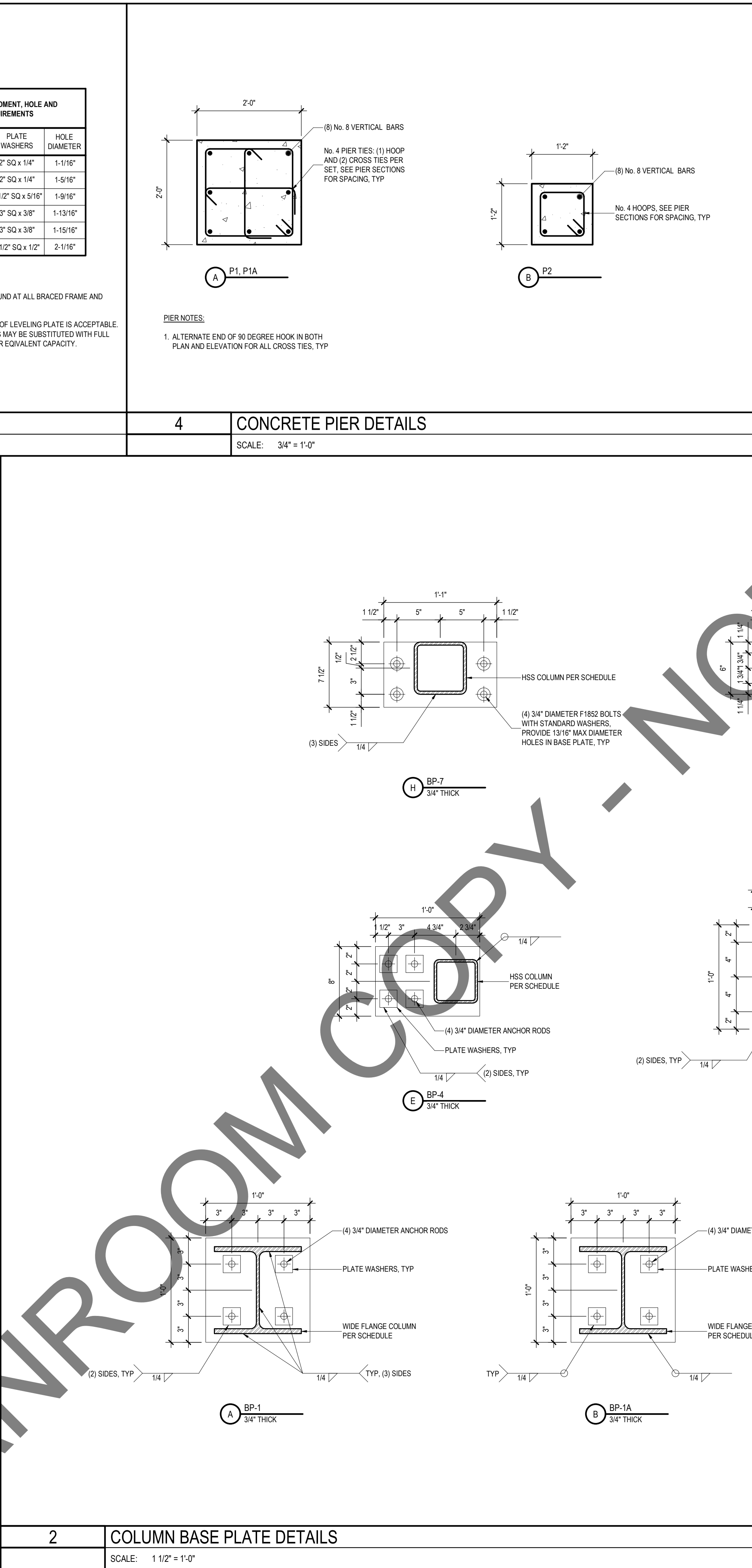


5 SECTION AT BIFOLD DOOR COLUMN BEARING
SCALE: 1 1/2" = 1'-0"

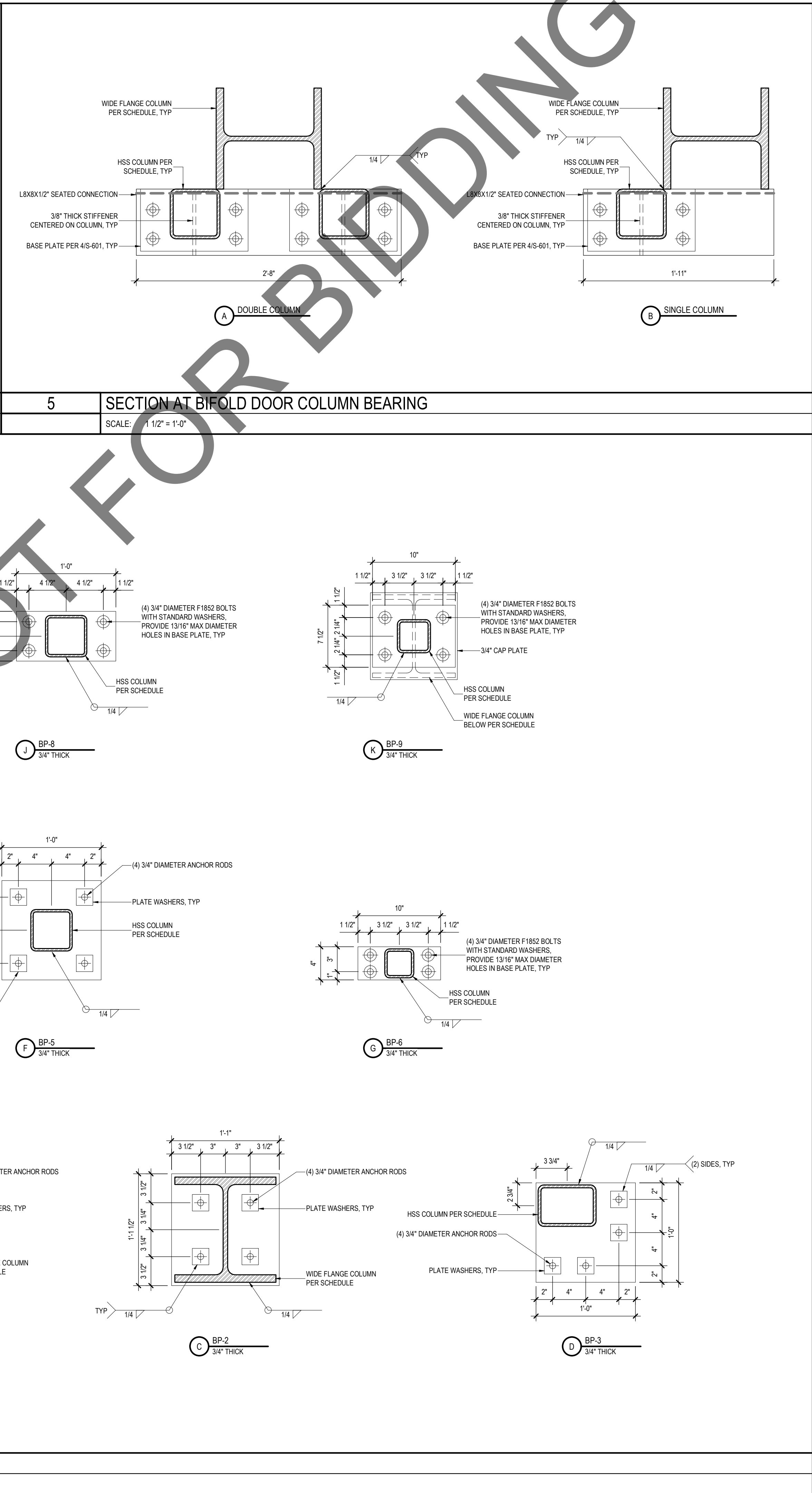
STRUCTURAL STEEL COLUMN SCHEDULE				
COLUMN LOCATION MARK	COLUMN TYPE	LENGTH	BOT BASE PLATE ELEVATION	BASE PLATE TYPE
A(0'-9 1/4"-0'-9')	HSS6X6X3/8	13'-10 3/8"	-0'-11"	BP-7
A-7	W10X49	14'-6 1/2"	-0'-6 1/2"	BP-1A
A-9	W10X49	16'-10 1/2"	-2'-10 1/2"	BP-1
A-9	HSS4X4X5/16	5'-0"	0'-0"	BP-9
A-10(2'-6 1/2")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
A-12	W10X49	14'-6 1/2"	-0'-6 1/2"	BP-1A
A-12	HSS4X4X5/16	5'-0"	0'-0"	BP-9
A-12(1'-3'-0")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
A-13	W10X49	16'-10 1/2"	-2'-10 1/2"	BP-1A
A-13	HSS4X4X5/16	5'-0"	0'-0"	BP-9
A-13(5'-2")	HSS4X4X5/16	14'-6"	-0'-6"	BP-8
A-13(7'-8 3/8")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
A-13(11'-6")	HSS4X4X5/16	14'-6"	-0'-6"	BP-8
A-14	W12X96	28'-6 1/2"	-0'-6 1/2"	BP-1A
A-14(7'-8 3/8")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
B-7	W10X49	16'-10 1/2"	-2'-10 1/2"	BP-1A
B-9	W10X49	28'-6 1/2"	-0'-6 1/2"	BP-1
C(0'-9 1/4"-0'-9')	HSS6X6X3/8	13'-10 3/8"	-0'-11"	BP-7
C(0'-9 1/4"-0'-9')	HSS6X6X3/8	13'-10 3/8"	-0'-11"	BP-7
C-9	HSS4X4X5/16	5'-0"	0'-0"	BP-8
C-13	W10X49	27'-10 1/2"	-0'-6 1/2"	BP-1
C-14	W12X96	28'-6 1/2"	-0'-6 1/2"	BP-1A
C-14(7'-8 3/8")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
C-17	W10X49	12'-9 1/2"	-0'-6 1/2"	BP-1
D(2'-4 1/4"-8 3/8")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
D-7	W10X49	14'-6 1/2"	-0'-6 1/2"	BP-1
E(0'-9 1/4"-0'-9')	HSS6X6X3/8	13'-10 3/8"	-0'-11"	BP-7
E(0'-9 1/4"-0'-9')	HSS6X6X3/8	13'-10 3/8"	-0'-11"	BP-7
E-9	W10X49	17'-4 1/2"	-2'-10 1/2"	BP-1
E-9	HSS4X4X5/16	5'-0"	0'-0"	BP-9
E-13	W10X49	27'-10 1/2"	-0'-6 1/2"	BP-1
E-14	W12X96	28'-6 1/2"	-0'-6 1/2"	BP-1A
E-17	W10X49	11'-9 1/4"	-0'-6 1/2"	BP-1
F(0'-9 1/4"-0'-9')	HSS6X6X3/8	13'-10 3/8"	-0'-11"	BP-7
F-9	W10X49	17'-4 1/2"	-2'-10 1/2"	BP-1
F-9	HSS4X4X5/16	5'-0"	0'-0"	BP-9
F-13	W10X49	27'-10 1/2"	-0'-6 1/2"	BP-1
F-14	W12X96	28'-6 1/2"	-0'-6 1/2"	BP-1A
F-14(7'-8 3/8")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
F-17	W10X49	11'-9 1/4"	-0'-6 1/2"	BP-1
G(6'-1 1/2"-14 7'-8 3/8")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
G(9'-11 1/2"-8 1/2'-2'-8")	HSS4X4X5/16	5'-0"	0'-0"	BP-9
G-13(4'-0")	HSS6X6X3/8	12'-6"	0'-0"	BP-8
G-14	HSS6X6X3/8	13'-2 1/4"	0'-0"	BP-8
G-15	W10X49	13'-4 1/2"	-0'-6 1/2"	BP-1
H-3	W10X49	14'-6 1/2"	-0'-6 1/2"	BP-1
H-6	W10X49	16'-6"	-2'-10 1/2"	BP-1
H-8	W10X49	17'-4 1/2"	-2'-10 1/2"	BP-1
H-9	HSS4X4X5/16	5'-0"	0'-0"	BP-8
H-12 1	HSS4X4X5/16	14'-0 1/2"	-0'-6 1/2"	BP-5
J(1'-5 1/4"-8 3/8'-0")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
J-10 9	HSS3-12X3-12X5/16	1'-4 3/4"	0'-0"	BP-6
J-13	W10X49	31'-6 1/8"	-0'-6 1/2"	BP-1
J-16	W12X96	33'-11 1/4"	-0'-6 1/2"	BP-2
J-17	W10X49	11'-9 1/4"	-0'-6 1/2"	BP-1
K-1	HSS7X3X3/8	17'-4 3/4"	0'-1 1/2"	BP-3
K-2	HSS3-12X3-12X5/16	1'-6"	0'-0"	BP-6
L(3'-2 3/4"-8 3/8'-0")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
L-8(3'-0")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
L-10 9	HSS3-12X3-12X5/16	1'-4 3/4"	0'-0"	BP-6
L-13	W10X49	31'-6 1/8"	-0'-6 1/2"	BP-1
L-16	W12X96	33'-11 1/4"	-0'-6 1/2"	BP-2
L-17	W10X49	11'-9 1/4"	-0'-6 1/2"	BP-1
N-1	HSS7X3X3/8	17'-4 3/4"	0'-1 1/2"	BP-3
N-2	HSS3-12X3-12X5/16	1'-6"	0'-0"	BP-6
P-6	W10X49	16'-6"	-2'-10 1/2"	BP-1
P-8(3'-0")	HSS4X4X5/16	5'-0"	0'-0"	BP-8
P-11	HSS4X4X5/16	14'-0 1/2"	-0'-6 1/2"	BP-5
Q-3	HSS4X4X5/16	13'-10 1/2"	0'-1 1/2"	BP-4
Q-5	HSS4X4X5/16	16'-8 3/8"	-2'-10 1/2"	BP-4
R-1	HSS4X4X5/16	5'-0"	0'-0"	BP-8
R-4(4 5/8"-8)	HSS4X4X5/16	5'-0"	0'-0"	BP-8
R-8	W10X49	16'-10 1/2"	-2'-10 1/2"	BP-1
R-10 9	HSS3-12X3-12X5/16	1'-4 3/4"	0'-0"	BP-6
R-13	W10X49	31'-6 1/8"	-0'-6 1/2"	BP-1
R-16	W12X96	33'-11 1/4"	-0'-6 1/2"	BP-2
R-17	W10X49	12'-0 1/2"	-0'-6 1/2"	BP-1
S-8	W10X49	14'-6 1/2"	-0'-6 1/2"	BP-1
S-8	HSS4X4X5/16	5'-0"	0'-0"	BP-8
S-10	HSS4X4X5/16	5'-0"	0'-0"	BP-8
S-10 9	HSS4X4X5/16	5'-0"	0'-0"	BP-8
T-10	W10X49	14'-6 1/2"	-0'-6 1/2"	BP-1A
T-10 9	HSS3-12X3-12X5/16	1'-4 3/4"	0'-0"	BP-6
T-12	W10X49	16'-4 1/4"	-0'-6 1/2"	BP-1A
T-13	W10X49	31'-6 1/8"	-0'-6 1/2"	BP-1
T-16	W12X96	33'-11 1/4"	-0'-6 1/2"	BP-2

NOTES:
1. PROVIDE 1/4" CAP PLATE AT ALL TOP OF COLUMNS, TYP.
2. LENGTH OF COLUMNS IS MEASURED FROM BOTTOM OF BASE PLATE TO TOP OF CAP PLATE.
3. TOP ELEVATIONS INDICATED ARE TOP OF CAP PLATES.
4. BOTTOM ELEVATIONS INDICATED ARE BOTTOM OF BASE PLATES.

1 COLUMN SCHEDULE
SCALE: 12" = 1'-0"



2 COLUMN BASE PLATE DETAILS
SCALE: 1 1/2" = 1'-0"



5 SECTION AT BIFOLD DOOR COLUMN BEARING
SCALE: 1 1/2" = 1'-0"

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Note: It is a violation of law for any person, unless they are acting under the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SPRING LINE DESIGN
ARCHITECTURE + ENGINEERING

JEFFREY A. BAK
PROFESSIONAL ENGINEER
172015

OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

NORTH CREEK SKI BOWL LODGE

GORE MOUNTAIN
NORTH CREEK, NY 12853

PROJECT TITLE:
**OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
NORTH CREEK SKI BOWL LODGE**

PIN: **GOR.21.001**
CIN: **GOR.21.001.100**

STRUCTURAL STEEL CONTRACT

TOWN OF NORTH CREEK,
WARREN COUNTY, NEW YORK

AES PROJ. #: 5008
DRAWN BY: NAC
DESIGNED BY: NAC

ISSUE # DESCRIPTION DATE:
1.1 Revision BID SUBMISSION 04/09/22

DRAWING TITLE:
COLUMN SCHEDULE AND DETAILS

SHEET NO.:
S-601