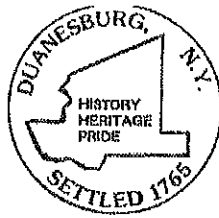


*William Wenzel*, Town Supervisor  
*Jennifer Howe*, Town Clerk  
*Carol Sowycz*, Deputy Town Clerk



*Michael Santulli*, Council Member  
*Francis R. Potter*, Council Member  
*Dianne Grant*, Council Member  
*Andrew Lucks*, Council Member

5853 Western Turnpike  
Duanesburg, New York 12056

# Town of Duanesburg

Schenectady County

P# 518-895-8920  
F# 518-895-8171

**Thursday, September 14, 2023**

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

**Join Zoom Meeting\***

**Meeting ID:** 889 0570 1411

**Passcode:** 886918

**Dial in by Phone:** 1-646-558-8656

## **Town Board Meeting Agenda**

**Meeting Time: 7:00PM**

Call to order

Pledge of Allegiance

Prayer/Moment of Reflection-Moment of Silence for past Town Clerk Leah Lennon.

**Public Hearing: "A Local Law Regarding Tax Exemptions For Members Of Volunteer Fire Companies Or Volunteer Ambulance Services".**

**Approval of minutes for:** Regular Town Board Meeting on Thursday August 10, 2023

**Town Clerk's Report-August**

**Supervisor's Report-July**

**Payment of Claims**

## **Committee Reports**

Highway

Public Safety

Park

Sewer Districts #1, 2 & 3

IT

**Open forum with representatives of the Duanesburg Volunteer Ambulance Corps (DVAC) for the purpose of community discussion and input. DVAC will be presenting to the Town their proposal for services and related costs for the 2024 budget year.**

**Business Meeting:**

1. Motion to authorize the Highway Superintendent to purchase of a blade attachment from United Ag & Turf in the amount of \$6,400.00.
2. Motion to approve g Works as a new vendor and authorize the Town Supervisor to sign the gWorks contract.
3. Motion to authorize the Town Supervisor to sign the Public Services Agreement with Schenectady County allowing the town to receive \$1500.00 to make improvements to our parks.
4. Motion to increase the Building Inspector/ Code Enforcement Officer salary to \$60,000.
5. Motion to appoint Heather Geidel as a part-time Court Clerk.
6. Motion to authorize the Town Supervisor to execute a construction contract with Hershberger Roofing.
7. Motion to approve the RFP documents prepared by Whiteman Osterman & Hanna LLP for the Town Hall Addition.
8. Motion to approve the PrimeAE contract for the tank inspections at Sewer District No. 1.
9. Motion to appoint Jennifer Howe as the Webmaster.
10. Motion to approve J. Adkins Cultivation as a new vendor.

**Privilege of the Floor:**

Comments are limited to 5 minutes per person. Please state your name and address for the record. Be respectful. Address the entire Town Board. Individual members are not to be singled out. Speak of issues related to Town business. There will be no tolerance for personal attacks on Board Members. The board reserves the right to ask that your question be put in writing and to be submitted to the Town Clerk to then be distributed to the Town Board. Questions will be answered in a timely manner and mailed to the resident.

**\*Town Board Zoom meeting will not be open to participation. Video and Audio will be turned off for participants. If you would like to have something read into the record you will need to submit it to the Town Clerk by 3 p.m. on the day of the meeting or come in person. Thank you.**

**LEGAL NOTICE**  
**NOTICE OF PUBLIC HEARING**  
**TOWN BOARD**  
**TOWN OF DUANESBURG**

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PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, Duanesburg New York, on **Thursday, September 14, 2023 at 7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

**Local Law No. 2 of 2023** entitled “A Local Law Regarding Tax Exemptions For Members Of Volunteer Fire Companies Or Volunteer Ambulance Services”.

BY ORDER OF THE TOWN BOARD  
TOWN OF DUANESBURG

**PROPOSED LOCAL LAW NO. 2 of 2023**

**Town of Duanesburg**

**A LOCAL LAW REGARDING TAX EXEMPTIONS FOR MEMBERS OF  
VOLUNTEER FIRE COMPANIES OR VOLUNTEER AMBULANCE  
SERVICES**

**BE IT ENACTED** by the Town Board of the Town of Duanesburg, County of Schenectady, as follows:

*Section 1. Title of the Local Law*

This local law shall be entitled “A Local Law Regarding Tax Exemptions For Members Of Volunteer Fire Companies Or Volunteer Ambulance Services.”.

*Section 2. Authorization*

This local law is enacted pursuant to the Municipal Home Rule Law.

*Section 3. Purpose.*

The purpose of this local law is to provide a property tax exemption to volunteer firefighters and volunteer ambulance workers. A tax exemption benefit will attract and retain qualified personnel to emergency and fire services.

*Section 4. Tax Exemptions for Members of Volunteer Fire Companies or Volunteer Ambulance Services*

- A. Pursuant to section 466-a of the New York State Real Property Tax Law, real property owned by an enrolled member, or enrolled member and spouse, of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service shall be exempt from taxation by the Town of Duanesburg to the extent of 10% of the assessed value of such property for Town purposes, exclusive of special assessments.
- B. The person applying for the exemption has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for at least two years. For Town and County purposes, the procedure for certification by the appropriate authority shall be determined by the Town of Duanesburg Tax Assessor;
- C. On or after the effective date of this local law, any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service

who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service shall be granted the ten percent exemption for the remainder of his or her life as long as his or her primary residence is located within the Town of Duanesburg, Schenectady County.

- D. Application for such exemption shall be filed with the Town of Duanesburg Tax Assessor for both Town and County purposes.
- E. Un-remarried spouses of enrolled volunteer firefighters or volunteer ambulance workers killed in the line of duty may continue the ten percent exemption, or reinstate a pre-existing exemption, provided that:
  - 1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and
  - 2. Such deceased volunteer had been an enrolled member for at least five years; and
  - 3. Such deceased volunteer had been receiving the exemption prior to his or her death.
- F. Un-remarried spouses of deceased enrolled volunteer firefighters or volunteer ambulance workers may continue the ten percent exemption, or reinstate a pre-existing exemption, provided that:
  - 1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and
  - 2. Such deceased volunteer had been an enrolled member for at least twenty years; and
  - 3. Such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

*Section 5. Separability.* If any section, subsection, phrase, sentence or other portion of this Local Law is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of any remaining portion hereof.

*Section 6- Effective Date* This Local Law shall be effective immediately upon passage and filing of the same with the New York State, Secretary of State's office.

Account#	Account Description	Fee Description	Qty	Local Share
		Park Rental Fee	1	40.00
		Septic Permit	1	75.00
		Temporay CO	2	100.00
	Building Permit Renewal	Building Permit Renewal	2	520.00
	Marriage License Fee	Marriage License Fee	4	70.00
	Misc. Fees	Certified Copies - Death	41	410.00
		Certified Copies - Marriage	2	20.00
	Operating Permit	Operating Permit	1	30.00
	septic repair	septic repair	1	50.00
		<b>Sub-Total:</b>		<b>\$1,315.00</b>
2110	Variance Application	Variance Application	1	100.00
		<b>Sub-Total:</b>		<b>\$100.00</b>
690.01	Village Of Delanson	Village Of Delanson	1	30.00
		<b>Sub-Total:</b>		<b>\$30.00</b>
A1255	Conservation	Conservation	17	122.55
		<b>Sub-Total:</b>		<b>\$122.55</b>
A2544	Dog Licensing	Female, Spayed	30	420.00
		Male, Neutered	24	336.00
		Male, Unneutered	2	44.00
		Replacement Tags	1	5.00
		<b>Sub-Total:</b>		<b>\$805.00</b>
B2555	Building Permits	Building Permits	20	6,095.00
	Sign Permits	Sign Permits	1	50.00
	Special Use Permit	Special Use Permit	2	200.00
		<b>Sub-Total:</b>		<b>\$6,345.00</b>
			<b>Total Local Shares Remitted:</b>	<b>\$8,717.55</b>
Amount paid to:	NYS Ag. & Markets for spay/neuter program			60.00
Amount paid to:	NYS Environmental Conservation			2,494.45
Amount paid to:	State Health Dept. For Marriage Licenses			90.00
<b>Total State, County &amp; Local Revenues:</b>		<b>\$11,362.00</b>	<b>Total Non-Local Revenues: \$2,644.45</b>	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor	Date	Town Clerk	Date
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# Monthly Statement of the Town Supervisor

TO THE TOWN BOARD OF THE TOWN OF DUANESBURG, NEW YORK

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month of **JULY 2023**

## Revenues

Fund	Amount
General Fund	\$124,776.31
Highway Fund	\$655.65
Drainage	\$0.00
Fire District	\$0.00
Lighting District #1	\$0.00
Lighting District #2	\$0.00
Lighting District #3	\$0.00
Sewer District #1	\$7.95
Sewer District #2	\$885.04
Sewer District #3	\$12.78
<b>Total</b>	<b><u>\$ 126,337.73</u></b>

## Disbursements

General Fund	\$81,540.44
Highway Fund	\$32,113.75
Fire District	\$0.00
Lighting District #1	\$0.00
Lighting District #2	\$0.00
Lighting District #3	\$0.00
Sewer District #1	\$26,991.17
Sewer District #2	\$168,735.42
Sewer District #3	\$8,799.34
<b>Total</b>	<b><u>\$ 318,180.12</u></b>

**TOWN OF DUANESBURG  
CASH REQUIREMENTS PER FUND  
9/14/2023**

Fund	Amount
General Fund A	\$ 135,021.95
General Fund OV B	\$ 1,630.88
Highway Fund DA	\$ 58,801.87
Highway Fund DB	\$ 6,240.22
Lighting District #1	\$ 211.55
Lighting District #2	\$ 406.17
Lighting District #3	\$ 186.16
Planning Board	\$ 340.00
UV Project	\$ 3,201.42
Sewer District #1	\$ 5,009.74
Sewer District #2	\$ 6,053.11
Sewer District #3	\$ 2,029.74
Trust & Agency	\$ 261.36
Paid Before	\$ 23,500.03
<b>TOTAL TRANSFERS TO AP</b>	<b>\$ 242,894.20</b>





## Duanesburg Ambulance

Serving the Town of Duanesburg, Village of Delanson, and the hamlets of Mariaville and Quaker Street.

# **Duanesburg Volunteer Ambulance Corps. – (DAC) Budget Proposal 2024**



## OVERVIEW

The Board of Directors for the Corps provides oversight and guidance for the Corps encouraging active engagement for medical and support members to continue the service of the Corps. The board members are selected by all members of the Corps and serve three-year terms that are staggered. The current board members bring a plethora of service backgrounds together and provide a diversity of thought and history to the strategic vision of the Corps.

### Organization and Territory

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- The name of this organization shall be the Duanesburg Ambulance Corps, Inc. (DAC); hereinafter called "the Corps".
  - The Corps is a not-for-profit enterprise, subsisting on negotiated revenue, third party billing, fundraising campaigns, and other voluntary contributions as set forth in the Certificate of Incorporation. Dues are collected, as required by New York State and the Internal Revenue Service for not-for-profit status in Schenectady County and the northern part of the Town of Knox in Albany County, State of New York.
  - The territory in which the operations of the Corps are to be principally conducted is in the Town of Duanesburg and the western part of the Town of Princetown in Schenectady County and the northern part of the Town of Knox in Albany County, State of New York. Patients in this area shall be accepted for transportation to hospitals or other medical facilities, as directed by a physician or other pertinent authority.
  - In the case of an emergency, the ambulance service will operate when called upon by any local physician, police department(s), or Chief of Fire Department(s) serving Schenectady County, or from a "911" dispatcher or line office.
- 

### Purpose of the Corps

- Render emergency medical and other ambulance services in the Town of Duanesburg and areas previously defined by Article One, III.
- Provide appropriate training for Corps members as defined in the Best Practice Guidelines.
- Conduct its operations without profit to the members, officers, and directors.
- Cooperate with nearby municipalities during an emergency; and operate in a completely apolitical manner without endorsing political candidates for any elected or appointed office and not allowing or authorizing any candidate for public office to use any images of the Corps in printed, electronic, or broadcast media.

## EXECUTIVE SUMMARY

The Town of Duanesburg is serviced by five (5) Fire Departments, (Duanesburg, Mariaville, Delanson, Quaker Street and Burtonsville). All these local fire departments provide EMS services with at least one EMT on staff. Close to 90% of the calls in the Duanesburg area are for some type of medical emergency services. This EMS system in Duanesburg is supported by ONE (1) ambulance Corp that houses Two (2) ambulances, at the Corps.

Our Ambulance Corps is a dedicated and professional emergency medical service provider committed to delivering rapid and effective healthcare solutions to our community. With a strong emphasis on patient care, cutting-edge technology, and operational efficiency, we stand ready to address medical emergencies with speed, skill, and compassion.

### **Services:**

We offer a comprehensive suite of services, including:

- Timely response to medical emergencies, accidents, and critical incidents.
- Expert medical personnel proficient in basic life support (BLS) techniques.
- Modern medical equipment and technology to ensure accurate diagnosis and treatment.
- Collaborative partnerships with our fire departments and local medical facilities for seamless patient transfers and care continuity.

### **Operational Strategies:**

Our strategic initiatives encompass:

- Continuous training and skill development for our medical staff, keeping them at the forefront of medical advancements.
- Utilization of state-of-the-art platforms to enhance communication and dispatch efficiency.
- Regular maintenance and upgrading of equipment to ensure reliability and effectiveness.

### **Goals:**

Our overarching goals for the near future are:

- Further reducing response times by refining dispatch protocols and leveraging real-time data analysis.
- Enhancing community engagement through educational, and social programs on emergency preparedness and basic medical interventions.
- Strengthening collaboration with local authorities, healthcare providers, and first responders to enhance overall emergency response.

In conclusion, the Ambulance Corps is dedicated to serving our community by providing unparalleled emergency medical services. Our unwavering commitment to excellence, highly trained staff, advanced technology integration, and strategic alliances position us to remain a cornerstone in emergency healthcare delivery to the residents of Duanesburg.

## **Mission and Vision**

The mission of DAC is to render emergency medical and other ambulance services in the Town of Duanesburg, Village of Delanson, and the hamlets of Mariaville and Quaker Street. While providing appropriate training of Corps members; conduct operations without profit to the members, officers, and directors; and cooperate with nearby municipalities during an emergency.

## **Key Budgetary Highlights**

- Continue to pursue grant opportunities.
- Increase hours of operations for DAC Employees 24 hour a day 7 days a week
- Increase billing opportunities. By expanding the hours of operation with paid staff DAC will make more calls allowing for more insurance billing.
- Creation of the town wide ambulance district so all residents pay their fair share for emergency services.

## **Strategic Initiatives**

- DAC has developed a Financial Committee which is primarily responsible for monthly billing meetings with DAC's secondary billing agency Cornerstone. One of our initiatives is to reduce the Accounts Receivable to under 90 days.
- DAC has moved to accounting software, QuickBooks, for a more detailed and better accounting of DAC budgets and accounts to be paid in an approved automated software.
- Increase opportunities for volunteers through college visits and a volunteer drive.

## **Examples of training by DAC Volunteers**

- Extremity trauma and Bleeding management
- Active shooter drills
- Basic Life Support
- 12 Lead EKG documentation
- Splinting and traction
- Airway management and Cardiac Arrest Management
- Pediatric care
- Hemorrhage care



## DAC Historical Call Stats

The DAC Board conducted a review of the past three years of DAC call operations. This information was provided based on a request to the county 911 center and Corps records.

Year	Number of Calls	Number of missed Calls	Percentage missed
2020	300	53	17.6%
2021	372	61	16%
2022	415	86	20%
2023	227	7	3%
as of 2 <sup>nd</sup> quarter numbers		excluding simultaneous calls	1.7%

Calls missed total over a 2.8-year period from 2020 – 2022 185 missed calls

Calls missed since Duanesburg Ambulance hired staff 2023 7 of which 3 were simultaneous calls.

As demonstrated by the above chart the introduction of paid staff supplemented by volunteers and not the other way around has exponentially reduced the missed call. This has also increased the speed at which calls are answered. DAC is committed to providing the best care at the lowest cost to the residents of Duanesburg.



Call volume: locations and times 2022 Vs 2023 until second quarter

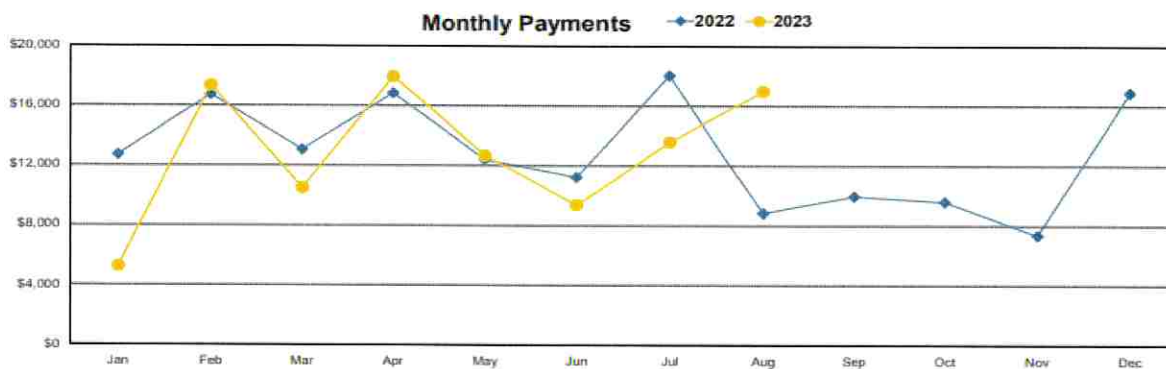
Number of Calls	2022	1st Quarter 2023	second Quarter 2023	Total first 1/2 2023 year
total number of Dispatches	415	100	127	<b>227</b>
total dispatches mutual aid	25	12	17	<b>29</b>
<b>total number of calls by time</b>				
6:00am – 6:00 pm	260	72	79	<b>151</b>
6:00 pm – 6:00 am	180	40	48	<b>88</b>
<b>Response Time</b>				
time to scene days	10:44	11:15	11:14	<b>11:13</b>
time to scene nights	16:14	15:34	12.94	<b>14:14 see note</b>
<b>Missed Calls</b>				
Primary response	<b>86</b>	<b>2</b>	<b>5</b>	<b>7</b>
Mutual Aid	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
Simultaneous calls missed	<b>11</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Primary Fire Districts Dispatched to</b>				
Delanson	102	17	36	<b>53</b>
Duanesburg	136	30	34	<b>64</b>
Mariaville	114	28	27	<b>55</b>
Quaker Street	64	19	13	<b>32</b>
<b>Special note</b> responded to areas outside our district to include, Esperance, Carman, Amsterdam, Rotterdam				

**Duquesne Volunteer Ambulance Corps Inc**  
**Monthly Billing Activity Report - August 2023**



*\*\*Data is based on date of activity within the settlement month and is not contingent upon date of service*

	Billable Calls	Beginning A/R	Gross Charges	Contractual Allowances	Net Charges	Net Payments	Write-offs	Ending A/R
Jan-22	27	\$89,047.25	\$35,202.78	\$20,386.06	\$14,816.72	\$12,705.71	\$15,939.00	\$75,219.26
Feb-22	37	\$75,219.26	\$17,625.00	\$13,987.36	\$3,637.64	\$16,744.79	\$509.94	\$61,602.17
Mar-22	22	\$61,602.17	\$26,798.76	\$8,984.66	\$17,814.10	\$13,062.72	\$1,304.48	\$65,049.07
Apr-22	38	\$65,049.07	\$44,883.33	\$15,492.92	\$29,390.41	\$16,828.06	\$4,483.47	\$73,127.95
May-22	13	\$73,127.95	\$18,534.45	\$8,877.65	\$9,656.80	\$12,390.35	\$2,841.94	\$67,552.46
Jun-22	22	\$67,552.46	\$28,843.78	\$22,623.37	\$6,220.41	\$11,211.33	\$2,564.85	\$59,996.69
Jul-22	29	\$59,996.69	\$38,724.38	\$17,808.43	\$20,915.95	\$18,018.58	\$1,321.82	\$61,572.24
Aug-22	19	\$61,572.24	\$20,721.86	\$15,367.17	\$5,354.69	\$8,813.89	\$245.82	\$57,867.22
Sep-22	20	\$57,867.22	\$27,994.57	\$11,925.44	\$16,069.13	\$9,939.30	\$1,478.27	\$62,518.78
Oct-22	22	\$62,518.78	\$31,957.77	\$17,106.07	\$14,851.70	\$9,576.42	\$0.00	\$67,794.06
Nov-22	16	\$67,794.06	\$20,397.23	\$15,994.01	\$4,403.22	\$7,353.92	\$0.00	\$64,843.36
Dec-22	21	\$64,843.36	\$26,990.76	\$15,641.29	\$11,349.47	\$16,894.12	\$2,221.55	\$57,077.16
<b>2022 Total</b>	<b>286</b>		<b>\$338,674.67</b>	<b>\$184,194.43</b>	<b>\$154,480.24</b>	<b>\$153,539.19</b>	<b>\$32,911.14</b>	
Jan-23	22	\$57,077.16	\$35,665.69	\$20,127.50	\$15,538.19	\$5,249.87	\$2,793.45	\$64,572.03
Feb-23	17	\$64,572.03	\$27,448.10	\$17,609.81	\$9,838.29	\$17,355.69	-\$15.89	\$57,070.52
Mar-23	29	\$57,070.52	\$40,201.67	\$19,256.90	\$20,944.77	\$10,487.02	\$665.00	\$66,863.27
Apr-23	29	\$66,863.27	\$39,110.19	\$15,922.73	\$23,187.46	\$17,954.49	-\$1,322.75	\$73,418.99
May-23	8	\$73,418.99	\$10,141.69	\$8,135.63	\$2,006.06	\$12,672.93	\$7,166.78	\$55,585.34
Jun-23	29	\$55,585.34	\$43,465.80	\$21,482.82	\$21,982.98	\$9,347.09	\$2,472.41	\$65,748.82
Jul-23	10	\$65,748.82	\$17,602.07	\$6,388.58	\$11,213.49	\$13,560.43	\$506.81	\$62,895.07
Aug-23	62	\$62,895.07	\$83,688.96	\$45,244.70	\$38,444.26	\$16,973.00	\$4,521.42	\$79,844.91
Sep-23								
Oct-23								
Nov-23								
Dec-23								
<b>2023 Total</b>	<b>206</b>		<b>\$297,324.17</b>	<b>\$154,168.67</b>	<b>\$143,155.50</b>	<b>\$103,600.52</b>	<b>\$16,787.23</b>	



Recently the Finance Chairman and our office manager discovered a computer glitch with regards to billing. DAC is working on getting all the back billing up to date and moving forward DAC will continually on a daily basis monitor this billing issue.



## Revenue

### Definitions

<b>Beginning A/R (Accounts Receivable)</b>	This represent the current total billable charges on the first day of the month for previous months claims that are currently being processed
<b>Gross Charges</b>	The reflects the total actual charges for services rendered for the specific month
<b>Contractual Allowance</b>	This is the difference between the actual charges for services rendered and what the insurance company will pay
<b>Net Charges</b>	This the Gross Charges Minus (-) the Contractual Allowance
<b>Net Payments</b>	This is the dollars that were actually paid by either the insurance companies or patient's themselves
<b>Write-offs (Adjustments)</b>	This figure is equates the number of dollars that were adjusted off patient's accounts. Example: Patients that have no insurance, failed to provide their insurance information.
<b>Ending A/R (Accounts Receivable)</b>	The is the dollar difference between the Beginning A/R minus the Write-offs (Adjustments)



### Historical Data

2021 Income statement from Cornerstone

Gross Charges	Contractual Allowance	Net Charge	Net Pay	Write offs.
\$330,410.00	\$159,498.00	\$170,914.00	\$148,791.00	\$13,758.29

2022 Income Statement from Cornerstone

Gross Charges	Contractual Allowance	Net Charge	Net Pay	Write offs.
\$335,674.67	\$184,194.43	\$154,480.24	153,539.19	\$32,911.14

### 2023 income statement from Cornerstone as of 8/2023

Gross Charges	Contractual Allowance	Net Charge	Net Pay	Write offs.
\$297,324.17	\$154,168.67	\$143,155.50	\$103,600.52	\$16,787.23







## **2023 Town Revenue**

Pursuant to Article 4 of the AGREEMENT BETWEEN TOWN OF DUANESBURG AND DUANESBURG VOLUNTEER AMBULANCE CORPS, INC. FOR EMERGENCY MEDICAL AND GENERAL AMBULANCE SERVICE IN THE TOWN OF DUANESBURG, DAC receives from the Town of Duanesburg \$96,528.00 per quarter.

March	\$95,568.00
June	\$96,528.00
July	\$96,528.00
October	\$96,528.00
<u>Total</u>	<u>\$385,152.00</u>

Estimated total revenue for the 2023 calendar year \$173,248.00.

Total estimated operating monies for DAC for 2023 is **\$558,400.00**





## 2023 VS 2024 COST Centers for DAC

In 2023 DAC finance committee has created line-item budgeting to appropriately monitor and track spending. Below are the cost centers for DAC along with the specific requested dollar amount for the 2024 year.

### 1. Building and Grounds

- Elevator Service, Lighting, Locks, Building Security, Cleaning, Furnace Maintenance, Lawn care, Plowing, Ice Melt, Landscape, Parking Lot Repairs, Overhead Doors etc.
  - \$66,000.00 2023 request

**2024 Request \$46,890.00**

**Reduction is due to the improvements made in 2023 not being required in the 2024 budget.**

### 2. Utilities

- National Grid, Verizon, Propane, Spectrum, Trash removal. Due to the enormous increase in utilities costs DAC is requesting.

- \$40,000.00 2023 Request

**2024 Request \$27,220.00**

**DAC placed all accounts on an annual bill and auto payments saving us an enormous amount of money and effort. Late bills are a thing of the past.**

### 3. Insurance

- According to the Town Contract DAC had to increase coverages to adhere to the contract.

- \$21,294.25 2023 Request

**2024 Request \$25,895.00**

### 4. Administrative Office Supplies

- \$3,000.00 2023 Request

**2024 Request \$7,550.00**

**All supplies are now managed by the office manager. This increase is due to an increase in postage now that we are billing patients directly and better managing our finances.**

### 5. Vehicle Maintenance

- The Corps has two ambulances call numbers 9381 and 9382. Due to the raising costs of fuel, and maintenance on the ambulances:

- \$21,529.00 2023 Request

**2024 Request 30,770.00**

### 6. Training Continuing Education

- To keep our EMT's competent in their duties DAC is required to train their volunteers. Some of these costs can be reimbursed by the state.

- \$10,560.00 2023 Request

**2024 Request \$15,280.00**





**Increase due to the hired staff and the orientation process, state mandated training and conferences that will be attended. These costs were previously paid for by the volunteers themselves.**

7. Medical Supplies

In order to provide appropriate services to the residents, medical supplies are a requirement. Things such as Oxygen, AED's and general medical supplies are a must.

- \$19,000.00 2023 Request **2024 Request \$24,000.00**

**There has been an increase in medical supplies and equipment costs.**

8. Employee Payroll

New item this year. To have a 24-hour operation with paid staff. DAC is requesting **\$500,000.00** for salaries, workers comp, and other insurances mandated by the state of NY

9. Not used

10. Professional Dues and Membership

- To stay up to date on events and the most recent issues
  - \$1,234.00 Request for 2023 **2024 Request \$1,580.00**

11. Professional Services

- Attorney fees, medical director, Billing company, Kenna .
  - \$338,000.00 Requested for 2023 **2024 request \$51,000.00.**

**NOTE: Much of this requested money was moved to employee payroll. REMS is no longer a billable issue.**

12. EMS Equipment

- EMS equipment such as Life Net, First Response Bags, Replacement of Equipment, Carbon Monoxide Detectors.
  - \$4,545.00 requested for 2023 **2024 Request \$10,500.00**

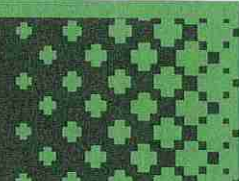
**Note: updating the stair chair and stretchers in the ambulances. The current ones are 10 years old and are starting to show wear and tear.**

13. Office Equipment

- Repair of desks and other items.
  - \$5,000.00 requested for 2023 **2024 Request \$2,000.00**

14. Miscellaneous

- \$2,000.00 Request for 2023 **2024 Request \$2,000.00**





15. Medical Communications
- To maintain communications with the county and complete radio repairs as well as purchase additional radios for our leadership.
    - \$9,950.00 Request for 2023 **2024 Request \$ 10,500.00**
16. IT Equipment and Software
- For back up services, website security, DATTO back up services, monitoring services,
    - \$25,000.00 Requested for 2023 **2024 Request \$25,000.00**
17. **NEW category** Uniforms
- Hiring staff and providing them with uniforms is a must in the EMS field. This cost center is new, as are the employees. DVAC is requesting **\$22,650.00 for this line item in 2024**. Also in this figure is special equipment such as vests, shoe program for long term employees since we do not offer a medical benefit program.
18. Taxes
- Sewer taxes DAC is requesting \$1,000.00 in 2022 **2024 Request \$950.00**
19. EMS – Health and Safety
- Items such as Health Examinations, PPD and other testing, Laundry Supplies and Inventory Control is a must in any health organization.
    - \$8,000.00 in 2022 **2024 Requesting \$7,700.00**
20. Agreements
- This is a new category for DAC as contractual arrangements have been introduced to the system. We are requesting **\$12,410.00** for this line item. (Medical EMSAR, Stretcher contract, Operative IQ software)





Chart of 2022 requested Dollars VS 2023 Budget request.

<u>Cost Center</u>	<u>Amount Requested 2022</u>	<u>Amount Requested 2023</u>	<u>Difference from 2022-2023</u>
1. Building and Grounds	\$66,000.00	\$46,890.00	(\$19,110.00)
2. Utilities Budget	\$40,000.00	\$27,220.00	(\$12,780.00)
3. Insurance	\$21,294.25	\$25,895.00	\$4,601.00
4. Administrative	\$3,000.00	\$7,550.00	\$4,550.00
5. Vehicle Maintenance	\$21,529.00	\$30,770.00	\$9,241.00
6. Training	\$10,560.00	\$15,280.01	\$4,720.01
7. Medical Supplies	\$19,000.00	\$24,780.00	\$5,780.00
8. Staffing – Employees		\$462,172.80	\$462,172.00
9. not used			
10. Dues Membership	\$1,234.00	\$1,580.00	\$346.00
11. Professional Services	\$338,000.00	\$51,000.00	(\$287,000.00)
12. EMS EQUIPMENT	\$4,545.00	\$10,500.00	\$5,955.00
13. Office Equipment	\$5,000.00	\$2,000.00	(\$3,000.00)
14. Misc.	\$2,000.00	\$2,000.00	
15. Communications	\$9,950.00	\$10,500.00	\$550.00
16. IT Equipment	\$25,000.00	\$25,000.00	
17. uniforms		\$22,650.00	\$22,650.00
18. TAXES	\$1,000.00	\$950.00	(\$50.00)
19. Health and Safety	\$8,000.00	\$7,700.00	(\$300.00)
20 Agreements		\$12,410.00	\$12,410.00
<b>TOTAL</b>	\$576,112.25	\$786,847.81.26	\$210,735.01





## 2024 Staffing Levels requested

Employed medical staff.

365 days X 24 hours for an EMT staff 8,760 Hours needed.

365 days x 24 hours for an EVO staff 8,760 Hours needed.

17,520 Total Hours needed to man 24 x 7 operations.

Volunteer Hours average over a 3-month period was 236 hours. 236 x 12 months = approximately 2832 volunteer hours covered

Total paid staff hours needed less the volunteer hours given.

17,520 total hours less the 2832 volunteer hours equals.

### **Volunteers SAVE the Town and DVAC**

**Saving \$65,136.00 in salary and \$13,027.30 in compensation totaling a \$78,163.30**

14,688 paid staff hours needed for 2024.

Paid Staff total hours needed	<b>14688 hours needed</b>
2024 Estimated Salary based on \$23.00 per hour	<b>\$337,824.00</b>
percentage for associated costs of Social Security, Medicare, unemployment, workers comp, administration fees, new employee fees, background checks, swipe clock maintenance is about 20% of the salary fee	<b>\$67,564.80</b>
Total estimated costs for paid medical staffing	<b>\$405,388.80</b>
Office Manager Costs salary and to include percentage for associated costs of Social Security, Medicare, unemployment, workers comp, administration fees, new employee fees, background checks, Swipe clock maintenance is about 20% of the salary fee	<b>\$56,784.00</b>
Total estimated costs for paid staffing 2024	<b>\$462,172.80</b>





**Additional Staffing for TOWN EVENTS**

<b>Additional Staffing Coverage not included in proposal</b>						
<b>Town events staffing coverage, Parades, school events, other town events</b>						
	<b>Projected shift coverage</b>	<b>Hours per shift</b>	<b>Total additional staff hours</b>	<b>Salary and Wages</b>	<b>Associated related costs</b>	<b>Totals</b>
EVO	48	12	576	\$12,096	\$2,419.00	\$14,515
EMT	48	12	576	\$13,248.00	\$2,650.00	\$15,898
Totals	96	24	1152	\$25,344.00	\$5,069.00	\$30,413

**Above numbers are based on events in 2023 that DAC covered**

**2024 Requested Revenue from the Town of Duanesburg for Ambulance Services**

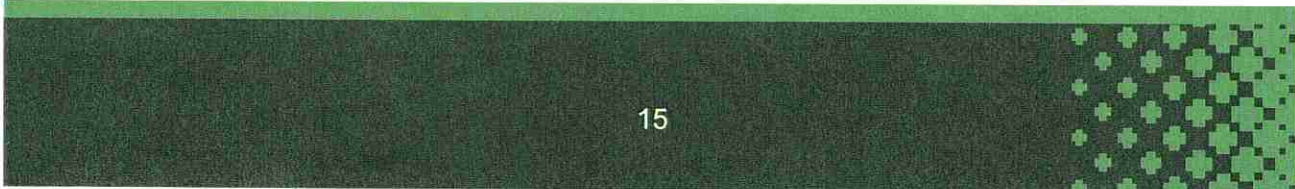
DAC operations budget	<b><u>\$786,847.81.00</u></b>
Less estimated secondary billing - 2024	<u>(\$190,000.00)</u>
Amount needed for DAC operations - 2024 estimate	\$596,847.00
Less Currently money being supplied by the town – 2023 Contractual	(\$385,152.00)

Additional requested increase in town money for the 2024 year \$211,695.00

**2024 Total Town request is \$596,847.00.**

If the town wants DAC to cover the extra events an additional \$30,413.00 will be needed for staffing costs

**\$596,847.00 + \$30,413.00 = \$627,260.00**





**Duanesburg Tax District for an Ambulance Service**

Taxable properties in Duanesburg per the below chart is 3,526 taxable properties. For comparison, please see below Fire Protection rates.

Fire protection 1 are at 9.32% of assessed value - Quaker Street

Fire protection 2 are at 6.892% of assessed value - Mariaville.

Fire protection 3 is at 4.26% of assessed value – Duanesburg.

Fire protection Delanson, Village unknown

Ambulance District percentage be of the assessed value? TBD

STATE OF NEW YORK		2023 FINAL ASSESSMENT PAGE 1						PAGE 138	
COUNTY - Schoharie		TOWN TOTALS						VALUATION DATE-JUL 01, 2022	
TOWN - Duanesburg		UNIFORM PERCENT OF VALUE IS 023.50						TAXABLE STATUS DATE-MAR 01, 2023	
SWIS - 4320								RPS150/V04/L015	
								CURRENT DATE 6/27/2023	
*** NON-HOMESTEAD ***									
ROLL SEC	DESCRIPTION	TOTAL PARCELS & PARTS	ASSESSED LAND	ASSESSED TOTAL	TAXABLE VILLAGE	TAXABLE COUNTY	TAXABLE TOWN	TAXABLE SCHOOL	STAR TAXABLE
1	TAXABLE	60	1018,400	1629,750		1629,750	1629,750	1629,750	1629,750
5	SPECIAL FRANCHISE	7		669,926		669,926	669,926	669,926	669,926
6	UTILITIES & N.C.	10	83,115	887,953		887,953	887,953	887,953	887,953
9	WHOLLY EXEMPT	16	300,000	1138,800					
*	SUB TOTAL	93	1381,515	4326,429		3187,629	3187,629	3187,629	3187,629
**	GRAND TOTAL	93	1381,515	4326,429		3187,629	3187,629	3187,629	3187,629
*** TOWN ***									
ROLL SEC	DESCRIPTION	TOTAL PARCELS	ASSESSED LAND	ASSESSED TOTAL	TAXABLE VILLAGE	TAXABLE COUNTY	TAXABLE TOWN	TAXABLE SCHOOL	STAR TAXABLE
1	TAXABLE	3,389	38493,215	174050,390	5970,810	186283,206	168259,148	171456,372	159469,312
5	SPECIAL FRANCHISE	29		3218,322	205,228	3218,322	3218,322	3218,322	3218,322
6	UTILITIES & N.C.	38	179,306	3293,237	77,900	3293,237	3293,237	3293,237	3293,237
7	CELLING RAILROADS	2	16,000	2158,677	308,440	2158,677	2158,677	2158,677	2158,677
9	WHOLLY EXEMPT	68	895,600	8352,886					
*	SUB TOTAL	3,526	39394,015	191073,426	6557,178	174953,442	176920,384	180126,608	164139,548
**	GRAND TOTAL	3,526	39394,015	191073,426	6557,178	174953,442	176920,384	180126,608	164139,548

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PROPRIETARY PROGRAM MATERIAL

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If the requested amount of money from the town was equally distributed among the 3,526 properties in the town the cost per taxable property would be \$170.00 for the 2024 budget year. This would provide a 24 X 7 Ambulance Services for the entire town of Duanesburg.

Currently it costs \$110.00 per taxable property for two shifts not including Saturday night or the entire day on Sunday which is currently being covered by Volunteers when possible and available.

In the 2024 budget year, when possible, DAC will save in staffing costs when available by using volunteers and refund the town those costs in the following year.







## **New / continuing opportunities for collaboration**

- 2023 DAC worked with State representatives and received a \$10,000.00 grant which we removed from the amount requested. This is for specialty equipment needed to respond to major emergencies. DAC will continue to pursue grants.
- Working quarterly with our Fire Department partners on Quality Assurance with our Medical Director
- Continue Fundraising activities that provide much needed services to the residents and allows DAC to stay financially secure.
- Conduct town training for all EMT's in the town at DAC
- Monthly meetings with Corner Stone to ensure there are no missed billings and reduce the time of payment to DAC – See next page Accounts receivable.
- Maximizing QuickBooks features
- Continuing finance quarterly meetings
- Quarterly meeting with Medical Leadership and Board members
- Introduction of an Employee Handbook 2024
- Standardization of products and services throughout the Corps to save money.
- Provide the community with an opportunity to visit DAC monthly through the newly formed social committee.
- Future expansion of the BUNK Room now that we have 24 x 7 staff. Needs to be upgraded.

## **Ambulance District Formation**

Duanesburg Ambulance is excited to create an Ambulance District for the town and work with newly formed appointed commissioners. This district will create the most transparent and efficient medical and ambulance services throughout Schenectady County. DAC feels there is an opportunity to save money and create an unparalleled working relationship with all the town's emergency services through this district.

When appointing the commissioners DAC is requesting commissioners come from the following areas of expertise:

- A businessperson in the town of Duanesburg
- A person who is or was in town government.
- A person with a medical background, ( ie nurse, doctor paramedic etc.)

These people should represent the entire town of Duanesburg and come from various areas of the town.

Duanesburg Ambulance looks forward to working with the town board of Duanesburg and continuing our relationship while we all work to provide the best medical and ambulance care for our residents.

Respectfully Submitted.

DVAC Board

**Town of Duanesburg Town Board**

**RESOLUTION NO. - 2023**

**September 14, 2023**

**WHEREAS**, the Town of Duanesburg Highway Superintendent has determined that the Town Highway Department is in need of a new dozer blade attachment for the Department's skid steer; and

**WHEREAS**, the Town Staff received pricing from three vendors; and

**WHEREAS**, the purchase is under the \$20,000 threshold for procurement under public works equipment contracts; and

**WHEREAS**, the Town of Duanesburg Highway Superintendent has advised the Town Board that sufficient budgeted funds exist for the proposed purchase; and

**WHEREAS**, the Town Board finds the John Deere brand blade attachment offered by United Ag & Turf at \$6,400.00 to be sufficient for the proposed purposes and fairly priced; and

**WHEREAS**, the Town Board instructs the Town Highway Superintendent to inspect the equipment upon delivery and to determine that it contains no defect prior to acceptance of the equipment; and

**WHEREAS**, the Town Board reviewed the contract pricing and finds it acceptable; and

**WHEREAS**, John Deere has a contract with Sourcewell, a purchasing cooperative under New York State contract; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board authorizes the Town Highway Superintendent to purchase of the blade attachment and authorizes payment to United Ag & Turf in the amount of \$6,400.00 out of the Highway Department's 2023 budget;

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its Town Board meeting of September 14, 2023.

---

William Wenzel, Supervisor

---

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

## Sourcewell Contract #011723-JDC

- Contract Term: April 5, 2023 – April 14, 2027, with 1 possible one-year renewal
- Eligibility: Open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada and are members of Sourcewell.

### Quotes & Purchase Orders

- Quote generation and customer purchase order processing is handled directly by the dealer with approval by John Deere Construction Retail Sales. Approval for dealer direct selling requires agreement to uphold the Sourcewell terms and conditions and to facilitate contract compliance as needed. Dealership must submit a signed agreement to JDCRS and receive approval from JDCRS prior to selling direct. If there are questions around dealer eligibility, contact your JDCRS account manager.

Division 3 (Mostly Southeastern U.S): Jeff Ellis, 309-236-3407

Division 4 (Northeast U.S. and Canada): Scott Metzdorf, 309-748-2656

Division 5 (Northwest/West/Southwest): Kent Hoffman, 309-765-0282

- Quotes are valid for 30 days from creation date.
- Pricing is based on current published price at time of quote for a customer.
- Credit cards are allowed with a 3% processing fee. P-card usage is to be made known at time of quote so it can be added to the quote. Customer PO must cover the added fee.
- Freight is to be quoted and added to the invoice as a separate line item.
- 0.5% Admin Fee is required to Sourcewell on this contract for awarded models/options. Any item or service requested from the dealer that is not on contract must be quoted, negotiated, and sold on a separate PO. This admin fee is calculated into the discount and will be paid through the JDCRS office. Do not include this fee on a quote or invoice.
- Any dealer sourced third party attachment or service can be quoted as a separate line item on the quote. Discounts will not be applied to these items.
- Set-up/install fees for field attachments may be charged. Dealership quotes and provides pre-delivery inspection. Dealer provides customer machine walk-around at time of delivery at no extra charge.
- Each participating entity is responsible for supplying a valid tax exemption certificate. When ordering, a participating entity must indicate if it is a tax-exempt entity.
- Dealer reimbursement when dealer does not sell direct is 8% of MDP.

### Models on Contract

**Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.**

Product Family	Model	List Price Discount
Compact Track Loaders	317G	30%
Compact Track Loaders	325G	30%
Compact Track Loaders	331G	30%
Compact Track Loaders	333G	30%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Compact Excavators	17G	27%
Compact Excavators	17 P-Tier	27%
Compact Excavators	26G	27%
Compact Excavators	26 P-Tier	27%
Compact Excavators	30G	27%
Compact Excavators	30 P-Tier	27%
Compact Excavators	35G	27%
Compact Excavators	35 P-Tier	27%
Compact Excavators	50G	27%
Compact Excavators	50 P-Tier	27%
Compact Excavators	60G	27%
Compact Excavators	60 P-Tier	27%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Skid Steer Loaders	316GR	30%
Skid Steer Loaders	318G	30%
Skid Steer Loaders	320G	30%
Skid Steer Loaders	324G	30%
Skid Steer Loaders	330G	30%
Skid Steer Loaders	332G	30%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Compact Wheel Loaders	184 G-Tier	26%
Compact Wheel Loaders	204L	26%
Compact Wheel Loaders	204 G-Tier	26%
Compact Wheel Loaders	244L	26%
Compact Wheel Loaders	244 P-Tier	26%
Compact Wheel Loaders	304L	26%
Compact Wheel Loaders	304 G-Tier	26%
Compact Wheel Loaders	324L	26%
Compact Wheel Loaders	324 P-Tier	26%
Compact Wheel Loaders	344L	26%
Compact Wheel Loaders	344 P-Tier	26%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Base Coded Attachments	Various	14%

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**Quote Summary**

**Prepared For:**  
 DUANESBURG TOWN  
 5799 WESTERN TPKE  
 DUANESBURG, NY 12056  
 Business: 518-895-2331  
 wreed@duanesburg.net

**Prepared By:**  
 BRANDON LITTLE  
 United Ag & Turf  
 20 Deere Lane  
 Clifton Park, NY 12065  
 Phone: 518-371-5111  
 brandon.little@ucfne.com

**Quote Id:** 29481990  
**Created On:** 23 August 2023  
**Last Modified On:** 23 August 2023  
**Expiration Date:** 31 August 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2023 JOHN DEERE DB96 DOZER BLADE / SOURCEWELL CONTRACT #011723-JDC - 1T0DB96XPP0002164	\$ 7,701.15	\$ 6,400.00 X	1 =	\$ 6,400.00

**Equipment Total** **\$ 6,400.00**

<b>Quote Summary</b>	
Equipment Total	\$ 6,400.00
Filing / Origination Fees	\$ 0.00
SubTotal	\$ 6,400.00
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 6,400.00</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 6,400.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 29481990

Customer: DUANESBURG TOWN

2023 JOHN DEERE DB96 DOZER BLADE / SOURCEWELL CONTRACT			
#011723-JDC - 1T0DB96XPP0002164			
Hours:	0		<b>Suggested List</b>
Stock Number:	339486		\$ 7,701.15
			<b>Selling Price</b>
			\$ 6,400.00
<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
2023 JOHN DEERE 96 INCH DOZER BLADE	1	\$ 7,672.00	\$ 7,672.00
<b>Suggested Price</b>			<b>\$ 7,701.15</b>
<b>Customer Discounts</b>			
<b>Customer Discounts Total</b>		<b>\$ -1,301.15</b>	<b>\$ -1,301.15</b>
<b>Total Selling Price</b>			<b>\$ 6,400.00</b>

**Town of Duanesburg Town Board  
RESOLUTION NO.     - 2023**

**September 14, 2023**

**WHEREAS**, the Town Board currently contracts with Business Management Systems. Inc. (“BMSI”) for their building department software ; and

**WHEREAS**, gWorks and BMSI entered into an Asset Purchase Agreement dated June 30, 2023, whereby gWorks acquired BMSI contracts and agreements; and

**WHEREAS**, the Town Board now needs to sign a new contract with gWorks for their software needs; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves gWorks as a new vendor for the town and approves the gWorks contract authorizing the Town Supervisor to execute the attached gWorks Contract.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of September 14, 2023

\_\_\_\_\_  
William Wenzel, Supervisor

\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Francis Potter	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain





## ORDERING DOCUMENT

This Ordering Document is a binding legal agreement entered into by and between the client set forth in the signature block below ("Client") and GIS Workshop, LLC ("gWorks") as of the last date in the signature boxes below ("Effective Date"). Client and gWorks are each a "Party" and collectively the "Parties."

WHEREAS, gWorks and Business Management Systems, Inc. ("BMSI") entered into an Asset Purchase Agreement dated June 30, 2023 whereby gWorks acquired the BMSI contracts and agreements including that of Client.

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Services.** This Ordering Document shall govern all Client Services including those received under Client's agreement with Business Management Systems, Inc. ("BMSI") immediately prior to the Effective Date of this Ordering Document and all future Services purchased by Client from gWorks. Client acknowledges and agrees that this Ordering Document, and the documents incorporated herein by reference, are the only agreements governing the Client Services.
2. **Term.** This Ordering Document shall be in effect as of the Effective Date and shall continue until the end of the term of the last Service in this Ordering Document, unless earlier terminated in accordance with the gWorks Master Services Agreement and Terms of Services ("Agreement").
3. **Effect of Service Termination.** Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts owed to gWorks for such Services; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession, including those Client Materials acquired from BMSI, related to such Service. Notwithstanding the above, if, within thirty (30) days after termination of a Service Client requests data export assistance, gWorks will export such data files to Client, and such data export services will be charged at gWorks then-current rates. No termination or expiration of a Service, this Ordering Document, or the Agreement will affect Client's obligation to pay all amounts due and owing to gWorks for Services.
4. **Fees.** Fees for all Client Services provided by BMSI immediately preceding this Ordering Document shall remain the same under this Ordering Document and Agreement for the then-current contract or agreement year, and thereafter shall be subject to annual increases in accordance with the Agreement.
5. **Entire Agreement.** This Ordering Document, including the then-current gWorks Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. The Agreement shall be amended and supplemented with the Superseding Provisions of this Ordering Document. In the event of conflict between this Ordering Document and the Agreement, this Ordering Document shall control. Capitalized terms not defined in this Ordering Document shall have the meaning given to them in the Agreement. Except as amended herein, the Agreement shall continue in full force and effect. This Ordering Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Ordering Document, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Ordering Document may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), and the execution and delivery of this Ordering Document by such methods shall be deemed to be valid and effective for all purposes.

This Ordering Document is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference. By signing this Ordering Document, Client expressly agrees to all terms and conditions in the agreements, policies, and documents set forth below:

- gWorks Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>

**Town of Duanesburg Town Board  
RESOLUTION NO. - 2023**

**September 14, 2023**

**WHEREAS**, the Town of Duanesburg and Schenectady County desire to cooperate and collaborate on improvements to its parks; and

**WHEREAS**, Schenectady County shall provide funds in the amount of \$1500.00 to the Town of Duanesburg to make improvements to its parks; and

**WHEREAS**, the county shall make payment in full to the town upon certification that the project is completed; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves the Public Benefit Services Agreement with Schenectady County and authorizes the Town Supervisor to execute the attached Public Benefit Services Agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of September 14, 2023

\_\_\_\_\_  
William Wenzel, Supervisor

\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Francis Potter	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain

## PUBLIC BENEFIT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County", and the TOWN OF DUANESBURG, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at Duanesburg Town Hall, Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056, hereinafter called the "Town",

### WITNESSETH:

WHEREAS, the Schenectady County Legislature, pursuant to law, can contract for certain public benefit services; and

WHEREAS, it is the intent of the Schenectady County Legislature to stabilize real property values in Schenectady County, encourage home ownership and encourage residents of other counties to relocate to this county; and

WHEREAS, it is the intent of the Schenectady County Legislature to improve the quality of life of all residents of the county by providing wholesome recreational activities easily accessible to as many citizens as possible; and

WHEREAS, the Schenectady County Legislature has determined to expand and enhance recreational opportunities; and

WHEREAS, the Town of Duanesburg and the County of Schenectady desire to cooperate and collaborate on improvements to its parks.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

#### ARTICLE 1. TERM OF CONTRACT

This Agreement shall commence upon execution of this Agreement and shall continue for a period of ten (10) years, the expected useful life of these capital improvements.

#### ARTICLE 2. CONTRACT OBLIGATIONS OF COUNTY

The County of Schenectady shall provide the funds in a sum not to exceed One Thousand Five Hundred and no/100 (\$1,500.00) Dollars to the Town of Duanesburg to make improvements to its parks, as more fully set forth in Exhibit A. Such funds are 100% County funds and there is no funding from the state or federal governments. The County shall make payment in full to Town upon certification by the County Director of Public Works that the project is completed.

ARTICLE 3. OBLIGATIONS OF THE TOWN

The Town shall provide land for such purposes as set forth in Article 2 and fully cooperate with the County in these endeavors, and shall keep such land and the improvements described herein maintained and open for a period of at least ten (10) years. The Town acknowledges that this funding is 100% County funds and will have the Town board authorize acceptance of these funds. Additionally, the Town shall permit the County to erect a sign setting forth the County funding for these projects as set forth in Exhibit A.

ARTICLE 4. CONFLICT OF INTEREST

The Town shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

ARTICLE 5. SURETY AND INSURANCE

The Town will carry public liability insurance, property damage insurance, Worker's Compensation insurance and professional liability insurance and shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Town, its agents or employees, in the execution of their work or operation of the facility under the terms of this Agreement.

ARTICLE 6. SUBLETTING AND ASSIGNING CONTRACT

The Town shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

ARTICLE 7. CHANGES IN CONTRACT

Changes in this contract shall be permitted only upon written mutual agreement of the County and Town.

ARTICLE 8. OWNERSHIP

Upon certification of completion of these projects by the Schenectady County Director of Public Works, ownership of such improvements shall vest in the Town of Duanesburg and all obligations of ownership shall also vest in the Town of Duanesburg.

ARTICLE 9. AMENDMENT

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein and if, through mistake or otherwise, such provision is not inserted, then, upon the application of either party, this contract shall be amended forthwith to make such insertion.

ARTICLE 10. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefits of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been approved and duly executed by the parties on the aforesaid day.

COUNTY OF SCHENECTADY, NEW YORK

By: \_\_\_\_\_  
Rory Fluman  
County Manager

TOWN OF DUANESBURG, NEW YORK

By: \_\_\_\_\_  
William Wenzel  
Town Supervisor

APPROVED as to form and content  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Christopher H. Gardner  
County Attorney

**STATE OF NEW YORK**  
**COUNTY OF SCHENECTADY**      **ss.:**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, appeared RORY FLUMAN, individually, 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 he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public-State of New York

**STATE OF NEW YORK**  
**COUNTY OF SCHENECTADY**      **ss.:**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, appeared WILLIAM WENZEL, individually, 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 he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public-State of New York

EXHIBIT A

**Town of Duanesburg, New York**  
**Park Improvements**

1. Duanesburg Parks		<u>\$1,500</u>
	Total	\$1,500



SAMANTHA MILLER-HERRERA  
FIRST DEPUTY COUNTY ATTORNEY

FRANK S. SALAMONE  
FIRST DEPUTY COUNTY ATTORNEY

SARAH H. PETRACCIONE  
DEPUTY COUNTY ATTORNEY

GILAH R. MOSES  
SR. DEPUTY COUNTY ATTORNEY

**CHRISTOPHER H. GARDNER  
COUNTY ATTORNEY**

COUNTY OF SCHENECTADY  
**OFFICE OF THE COUNTY ATTORNEY**  
COUNTY OFFICE BUILDING  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305-2114  
(518) 388-4700  
Fax No. (518) 388-4493

August 18, 2023

JENNIFER M. BARNES  
FIRST DEPUTY COUNTY ATTORNEY

NADIA C. VISCUSI-STANNERS  
DEPUTY COUNTY ATTORNEY

CHRISTINE D. Mc CLELLAN  
DEPUTY COUNTY ATTORNEY

CAMILLE J. SIANO ENDERS  
DEPUTY COUNTY ATTORNEY

DYLAN J. REILLY  
DEPUTY COUNTY ATTORNEY

BETHANY M. DIXON  
DEPUTY COUNTY ATTORNEY

Hon. William Wenzel, Supervisor  
Duanesburg Town Hall  
5683 Western Turnpike  
Duanesburg, NY 12056

RECEIVED

AUG 23 2023

TOWN OF DUANESBURG  
TOWN CLERK

Re: Schenectady County w/ Duanesburg Town Park(s)  
Public Service Agreement

Dear Supervisor Wenzel:

Please find enclosed two original Public Benefit Services Agreements with regard to the above-referenced. If they meet with your approval, please execute both originals before a notary public and return them to us. Upon receipt, the County Manager will sign, and we will return a completed copy to you.

Very truly yours,

CHRISTOPHER H. GARDNER  
County Attorney

CHG/kah  
Enclosures



**TOWN OF DUANESBURG TOWN BOARD**

**RESOLUTION NO. \_\_\_\_\_-2023**

**September 14, 2023**

**WHEREAS**, the Town of Duanesburg Building Inspector Christopher Parslow has completed and passed the training and certification process for Building Inspectors undertaken by the NYS Department of State Codes and is awaiting the scheduling of a Civil Service Test for Building Inspectors, which depends upon the Schenectady County Civil Service offering the Test; and

**WHEREAS**, the Town Board is considering raising the salary for Christopher Parslow because his qualifications and experience has advanced;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby increases Christopher Parslow’s salary as Town Building Inspector to an annual salary of \$60,000 starting Monday, September 18, 2023, and continuing in the position subject to his taking and passing the Civil Service Test for the position of Town Building Inspector upon its first offering by Schenectady County Civil Service.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its meeting on September 14, 2023.

\_\_\_\_\_  
William Wenzel, Supervisor

\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

**TOWN OF DUANESBURG TOWN BOARD**

**RESOLUTION NO. \_\_\_\_\_-2023**

**September 14, 2023**

**WHEREAS**, The Town of Duanesburg Town Justices have identified the need for an additional Clerk to the Town Justices, an exempt position, and have interviewed Heather Geidel for the position;

**WHEREAS**, The Town Supervisor and other members of the Town Board have also interviewed Heather Geidel for the position;

**WHEREAS**, the position of Clerk to the Town Justices will involve work up to 12 hours a week at a pay rate of \$16.50 dollars per hour;

**WHEREAS**, the Town Board finds that the Town Budget contains funds for such a position to be filled;

**WHEREAS**, the NYS OCA will provide on-line training for the Clerk to the Town Justices and will undertake the background check and fingerprinting according to the Town Justices;

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby appoints Heather Geidel to the position of Clerk to the Town of Duanesburg Justices to work up to twelve (12) hours a week at a pay rate of \$16.50 per hour, subject to her undertaking the requisite NYS OCA on-line training for the position and to a satisfactory background check and fingerprinting by NYS OCA.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on September 14, 2023.

\_\_\_\_\_  
William Wenzel, Supervisor

\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

**TOWN OF DUANESBURG**

**RESOLUTION NO. -2023**

**September 14, 2023**

**WHEREAS** the Town Board of the Town of Duanesburg (the "Town") has found that that the existing roof on the town hall building has reached the end of its useful life and wishes to replace the roof (the "Work"); and

**WHEREAS** the Town sought quotes from qualified and responsible roofing contractors for the performance of the Work and received quotes from two different qualified and responsible contractors in response; and

**WHEREAS** the lowest quote from a qualified and responsible contractor for the Work was submitted by Hershberger Roofing whose price for the Work (including all labor and materials) is \$17,440; and

**WHEREAS**, The Town intends that the Work is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds and will be subject to the applicable provisions and requirements of the U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271) and Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the Town Supervisor to execute a construction contract with Hershberger Roofing for the replacement of the existing roof on the town hall building in the amount of \$17,440.00.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on September 14, 2023.

\_\_\_\_\_  
William Wenzel, Town Supervisor

\_\_\_\_\_  
Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

**ESTIMATE**

**Glen Valley Standing Seam Roofing**

David W. Frey  
810 Argersiner Rd.  
Fultonville, NY 12072

color??

Name	Town Hall Dannenberg	Date	7/20/23
28 sq of Standing Seam Roofing (Snap Lock) 26 ga with a 40 yr Warranty - Concealed clips every 2 ft on Panels			
Price includes all trim & See & Water, plus 3 boots & 2 new large Mechanical Vents. A vent Ridge will be supplied (installed) as well			
Material Cost	9400.00		
Delivery included			
30 Snow Guard Rails (8' including S-5 clamps, color strip & all accessories 130.00 ea			
			1040.00
			( 10440.00 )
Kynow (PVDF) Panels & Trim			
24 ga. Panels & Trim			
			Add 6000.00
			Total

Quality Workmanship at a Reasonable Price

**Hershberger Roofing**

Specializing in Standing Seam Metal



Joseph Hershberger  
345 Hubb Shuts Rd  
Cobleskill, NY 12043

Name	Town Hall Dannenberg	Date	7/20/23
Existing roof (Shingles) will be removed & hauled off in a trailer.			
24 ga on 26 ga panels & Trim will be installed, with new Vents, & Flashing on chimney -			
labor to install	=		6,000.00
Haul off Garbage (Shingles)			1,000.00
& Dump Fee			
		Total	( 7,000.00 )
Installer: Joseph Hershberger			

# SHAUL ROOFING LLC

3723 State Rt 30  
Middleburgh, NY 12122  
518 447-9465  
24-7

Customer: Duanesburg Town Hall c/o Chris Parslow

Address: 5853 Western Turnpike  
Duanesburg NY 12053

Email: cparslow@duanesburg.net

Phone: 518-225-3715

Date: September 10, 2023

<p style="text-align: center;">New Standing Seam Metal Roof on Entire Town Hall</p> <p>Will remove and dispose of all old roofing. Will ensure proper roof deck fastening. Will install new drip edges on all roof perimeters. Will install a continuous vented ridge where requested. The drip edges and the vented ridge are made from the same material as the roof.</p> <p>Will install ice and water barrier on all eaves and valleys.</p> <p>Will install rolled underlayment on all other roof surfaces.</p> <p>Will install 24 gauge standing seam metal in a standard color on entire house.</p> <p>Will clean up and dispose of all debris caused by installation of said roof.</p> <p style="text-align: right;"><b>Labor and material</b></p> <p>* We recommend 50 feet of snow bar on the front of said building. This would be an additional \$1250.00.</p> <p>* We install S-5 Colorguard snow bars where requested for \$25 per foot.</p> <p>* If we find any major structural or roof deck problems after stripping, there could be an additional charge. This rarely occurs.</p> <p>** All permits and/or approvals are the responsibility of home owner.</p> <p>To accept this quote, sign and return one copy.</p> <p>We will contact you when we need the down payment.</p> <p>Down payment must be received before any materials are ordered.</p> <p style="text-align: center;">Thank You</p>	<p>\$ 31,400.00</p>
<b>Total</b>	<b>\$ 31,400.00</b>

Terms: One half down before we order the materials,  
balance due on completion.

This estimate is good for 30 days only. Any changes will be  
in writing and must be signed by both customer and contractor.

Customer: \_\_\_\_\_ Contractor: \_\_\_\_\_

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

# DRAFT AIA® Document A104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year «2023»  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« » Town of Duaneburg  
5853 Western Turnpike  
Duaneburg, New York 12056

« »  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« Hershberger Roofing  
345 Hubb Shuts Road  
Cobleskill, New York 12043 »« »

« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« Town Hall Roof Project »

« »  
« »

The Architect:  
(Name, legal status, address and other information)

« » N/A

« »  
« »  
« »

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

DRAFT

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

«  
»

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

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

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check the appropriate box and complete the necessary information.)

Not later than «» ( «» ) calendar days from the date of commencement of the Work.

By the following date: «»

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

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be «Seventeen Thousand Four Hundred Forty Dollars» (\$ «17,440.00» ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)



«1/4 »

**§ 3.2.2 Unit prices, if any:**

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**§ 3.2.3 Allowances, if any, included in the stipulated sum:**

*(Identify each allowance.)*

Item	Price

**§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

«-»

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

«-»

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed a (\$      ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

«-»

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

«-»

**§ 3.4.3.3 Unit Prices, if any:**

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

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

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

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

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

« »

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

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

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

« »

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the ~~«30th»~~ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than ~~thirty (30)~~ **thirty (30)** days thereafter. If an Application for Payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than thirty (30) ~~«thirty»~~ **( 30 )** days after the Owner receives the Application for Payment. ~~§ 4.1.3~~ Provided that an Application for Payment is received by the Architect not later than the ~~« »~~ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the ~~« »~~ day of the ~~« »~~ month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ~~« »~~ **( 30 )** days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« ~~ten percent (10%)~~ » **Ten Percent (10%)**

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« u/a » % « »

#### § 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 ~~a Final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.~~

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

### ARTICLE 5 DISPUTE RESOLUTION

#### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

### ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

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Number	Title	Date
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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:  
*(Check all boxes that apply.)*

- Exhibit A, Determination of the Cost of the Work.
- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

« Request for Proposals issued by the Owner and dated 2023, attached as Exhibit A  
Contractor's Quote (including labor and materials) dated July 20, 2023, attached as Exhibit B »

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## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Unless otherwise set forth, in the event that there are discrepancies among terms, conditions and/or requirements relating to Contractor's performance, the most stringent terms, conditions and/or requirements shall control.

Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes, and professional standards. Work includes all labor, materials, equipment and services to complete all specified procedures, repairs and waterproofing, satisfy all governmental conditions including but not limited to obtaining permits, etc., all necessary protection measures for safety and to preserve existing or adjacent Work, together with all attendant cleaning and removal of debris.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. Contractor expressly represents that the Contractor has carefully examined the Contract Documents and has performed a detailed investigation of the site (including but not limited to visiting and inspecting the Work areas and taking detailed field measurements), and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance.

### § 7.3 The Work

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

### § 7.4 Instruments of Service

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

### § 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

**§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 7.58 Severability**

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

**§ 7.69 Notice**

**§ 7.69.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

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

**§ 7.7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all reasonably necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities. All additional costs incurred by Owner for retesting of failed products, systems or installed work shall be paid by the Contractor causing defects.

### § 8.2 Owner's Right to Stop the Work

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

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure.~~ If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

### § 8.4 Extent of Owner's Rights

The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to ~~the Architect~~the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

#### § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

#### § 9.3 Labor and Materials

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

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, ~~after evaluation by the Architect~~and in accordance with a Modification.

#### § 9.4 Warranty

The Contractor warrants to the Owner ~~and Architect~~that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. The foregoing warranties shall be in effect for a period of one (1) year from the date of Final Completion. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. Notwithstanding anything contained in this Contract to the contrary, any claim or other cause of action by the Owner against the Contractor, any Subcontractor, or any Sub-subcontractor, supplier, agent or employee of any of them pursuant to this Section 9.4 may be made at any time within the time period specified in the applicable statute of limitations. The warranties provided pursuant to this Contract shall not be construed to modify or limit, in any way, any rights or actions which the Owner may otherwise have against the Contractor by law or statute, or in equity. All warranties, including all equipment warranties, will inure to the benefit of the Owner and the Owner's successors and assigns.

§ 9.4.1 As a condition to final payment, the Contractor shall assign and transfer to the Owner all guarantees, warranties and agreements from Contractor, all contractors, Subcontractors, Sub-subcontractors, vendors, suppliers or manufacturers regarding their performance, quality of workmanship or quality of materials or equipment supplied



in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties, and agreements shall be in place and enforceable by the Owner in accordance with their terms.

#### § 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations ~~concluded~~, concluded whether or not yet effective or merely scheduled to go into effect.

#### § 9.6 Permits, Fees, Notices, and Compliance with Laws

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

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### § 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's ~~and Architect's information - written approval~~ a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner ~~and Architect~~.

#### § 9.9 Submittals

~~§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.~~

~~§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.~~

~~§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for~~

the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### § 9.10 Use of Site

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

#### § 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### § 9.12 Cleaning Up

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

#### § 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

#### § 9.14 Royalties, Patents and Copyrights

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

#### § 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### ARTICLE 10 — ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

~~§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

~~§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~

~~§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.~~

~~§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.~~

~~§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.~~

~~§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

~~§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.~~

~~§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~

#### ARTICLE 11 SUBCONTRACTORS

~~§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.~~

~~§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.~~

~~§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of~~

the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, ~~and Contractor, and Architect~~, or by written Construction Change Directive signed by the Owner ~~and Architect~~. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner ~~and Architect~~, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. ~~The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment.~~ When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, ~~the Architect will prepare a Change Order.~~

~~§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.~~

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner ~~and Architect~~ promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the ~~Owner/Architect~~ in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; or (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; ~~or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay,~~ then the Contract Time shall be extended for such reasonable time as ~~the Architect/Owner~~ may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the ~~Owner/Architect~~ before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the ~~Architect/Owner~~. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### ~~§ 15.2 Control Estimate~~

~~§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work, plus the Contractor's Fee.~~

~~§ 15.2.2 The Control Estimate shall include:~~

- ~~1 the documents enumerated in Article 6, including all Modifications thereto;~~
- ~~2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~
- ~~3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;~~
- ~~4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

~~§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

~~§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.~~

~~§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.~~

### § 15.3 Applications for Payment

~~§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect-Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless supplier unless such Work has been performed by others whom the Contractor intends to pay.~~

~~§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.~~

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

~~§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.~~

~~§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the~~

Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

#### § 15.5 Progress Payments

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

§ 15.5.2 ~~Neither the Owner nor Architect shall~~ not have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

#### § 15.6 Substantial Completion

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

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

§ 15.6.3 Upon receipt of the Contractor's list, the ~~Architect will~~ Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the ~~Architect~~ Owner determines that the Work or designated portion thereof is substantially complete, the ~~Architect~~ Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by

the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the ~~Owner and~~ Contractor for ~~their~~ its written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ~~Architect~~ Owner will promptly make such inspection and, when the ~~Owner~~ Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect~~ Owner shall make final payment in accordance with this agreement, will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

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

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

§ 15.8 The Contractor expressly undertakes to defend the Owner, officers, directors and employees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens filed against the Work, the site of any of the Work, the Project site, and any improvements thereon, payments due the Contractor, or any portion of the Owner's property (collectively referred to in this Section 14.6 as "liens"). The Contractor hereby agrees to indemnify and hold the Owner and officers, directors and employees, harmless from and against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 15.9 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (i) issued by a surety acceptable to the Owner, (ii) in form and substance satisfactory to the Owner, and (iii) in an amount not less than two hundred (200) percent (200%) of such lien claim or such other amount as required by applicable law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 15.8, including, without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 15.10 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole and absolute discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payments so made.



## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the ~~Owner and Architect~~ Owner of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, ~~Architect, Architect's consultants, and agents~~ and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

§ 17.1.2

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~two million dollars~~ (\$ ~~2,000,000.00~~ ) each occurrence, ~~Two Million Dollars~~ (\$ ~~2,000,000.00~~ ) general aggregate, and ~~« »~~ (\$ ~~« »~~ ) aggregate for products-completed operations hazard, providing coverage for claims including

~~Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « » ) each occurrence, « » (\$ « » ) general aggregate, and « » (\$ « » ) aggregate for products-completed operations hazard, providing coverage for claims including~~

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

An excess/umbrella policy in the amount of \$2,000,000.00.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than ~~One Million Dollars~~ (\$ ~~1,000,000.00~~ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than ~~« »~~ (\$ ~~« »~~ ) each accident, ~~« »~~ (\$ ~~« »~~ ) each employee, and ~~« »~~ (\$ ~~« »~~ ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~« »~~ (\$ ~~« »~~ ) per claim and ~~« »~~ (\$ ~~« »~~ ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ~~« »~~ (\$ ~~« »~~ ) per claim and ~~« »~~ (\$ ~~« »~~ ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~« »~~ (\$ ~~« »~~ ) per claim and ~~« »~~ (\$ ~~« »~~ ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such

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coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. At Owner's request, the Contractor shall provide the Owner with complete copies of all required insurance policies.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, ~~the Architect, and the Architect's~~ the Owner's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as ~~an~~ an additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, ~~and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.~~

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

§ 17.1.15 If Contractor should fail to purchase or maintain any of the insurance required under this Section 16, Owner shall be entitled to recover all damages arising from said failure, in addition to all other rights and remedies, even if Owner has itself obtained insurance to cover the same risks.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

#### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; ~~(2) the Architect and Architect's consultants;~~ and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. ~~The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants,~~ Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the ~~Architect and~~ Contractor ~~their~~ its just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the ~~Architect and~~ Contractor shall make payments to their consultants and Subcontractors in similar manner.

#### § 17.2.3 Other Insurance Provided by the Owner

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

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Coverage

Limits

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Contractor shall furnish a Performance Bond and Labor and Material Bond meeting all statutory requirements of the State of New York, in form and substance satisfactory to the Owner and, unless indicated otherwise by the Owner, complying with the following specific requirements:

1. Except as otherwise required by statute, the form and substance of such bond shall be satisfactory to the Owner in their sole judgment.
2. The Bond shall be executed by a responsible surety licensed in the State of New York acceptable to the Owner.
3. The Performance Bond and the Labor and Material Bond shall each be in an amount acceptable to the Owner.
4. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the relevant power of attorney indicating the monetary limit of such power.
5. Every bond required by this Section 17.3.1 must display the surety's bond number.
6. A rider including the following provisions shall be attached to each bond:

1. The surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived.

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

**ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 Upon completion of any Work under or pursuant to this Section 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence solely with respect to any repairs and replacement to any part of the Work or other property that is damaged by the defective Work. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

#### ARTICLE 19 MISCELLANEOUS PROVISIONS

##### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

##### § 19.2 Governing Law

The Contract shall be governed by the law of the ~~place where the Project is located~~ State of New York, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.~~

##### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the ~~Architect~~ ~~Owner~~ timely notice of when and where tests and inspections are to be made so that the ~~Architect-Owner~~ may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

##### § 19.4 The Owner's representative:

(Name, address, email address and other information)

« »  
« »  
« »  
« »  
« »  
« »

##### § 19.5 The Contractor's representative:

(Name, address, email address and other information)

« »  
« Joseph Herschberger  
Herschberger Construction  
345 Hubb Shuts Road  
Colbleskill, New York 12043 »  
« »  
« »  
« »  
« »

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

§ 19.7 Section 103-a of the General Municipal Law and 139-a of the State Finance Law of the State of New York, provides the following is sufficient ground for cancellation of contract by municipal corporations, fire districts and the State; head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of city agency which is empowered to compel the attendance of witnesses and examine them under oath.

In an investigation upon the refusal of a person, when called before a grand jury, to testify 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 municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September nineteen hundred sixty, 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 municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid."

§ 19.8 Pursuant to Sections 103-b of the General Municipal Law and 139-b of the State Financial Law of the State of New York, the following is sufficient disqualification to contract with Municipal corporations, fire districts and the State:

"Any person who, when called before a grand jury, head of 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 a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, 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 municipal corporation or fire district, or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal or until disqualification shall be removed..."

§ 19.9 Section 103-d of the General Municipal Law and Section 139-d of the State Finance Law of the State of New York refers to the statement of non-collusion in bids and proposals to political sub-divisions of the state, fire district

and the state as follows:

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

- (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 submit a bid for the purpose of restricting competition."

**§ 19.10** Section 103-e of the General Municipal Law of the State of New York — Conspiracies prevent competitive bidding on public contracts:

J. A person or corporation who shall willfully, knowingly and with intent to defraud, make or enter into, or attempt to make or enter into, with any other person or corporation, a contract, agreement, arrangement or combination to submit a fraudulent or collusive bid; or to refrain from submitting a bona fide competitive bid, to any board, officer, agency, department, commission or other agency of the state or of a public corporation on a contract for public work or purchase which has been advertised for bidding, shall be guilty of a misdemeanor, and on conviction thereof shall, if a natural person, be punished by a fine not exceeding five thousand dollars (\$5,000.00) or by imprisonment for not longer than one (1) year, or by both such fine and imprisonment, and if a corporation by a fine not exceeding twenty thousand dollars (\$20,000.00). An indictment or information based upon a violation of any provision of this section must be found within three years after its commission."

**§ 19.11** Any and all bids and contract made or awarded by the Owner or any public department, agency or official thereof for work or services performed or to be performed, or goods sold or to be sold, are made subject to the provisions of Laws of 1959 Chapter 605, as amended, Laws of 1963 Chapter 956, as amended, and Laws of 1965 Chapter 1031, said Laws as now contained or as may hereinafter be amended."

**§ 19.12** Foreign Contractors: Foreign contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of the proposal for the performance of the Work. The certificate of the New York State Commissioner to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who are legal residents of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

**§ 19.13** Liens: Attention of all persons making proposals is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and Section 25B of the Lien Law, as amended, in relation to funds being received by a Contractor for public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.



Within five (5) days after receipt from the Owner of notice to begin work on the job, the Contractor will furnish to the Owner written notice of the names of all sub-contractors to be employed on the job and the general items of work to be done by them and shall also, to the extent indicated in the notice to begin work, furnish written notice of the names of suppliers of materials to be used on the job. The Owner may disapprove for good cause any subcontractors or material supplier selected by the Contractor and shall give written notice of its disapproval, within five (5) days after receiving the names of the subcontractor or material suppliers, to the Contractor who shall thereupon promptly notify the Owner of the name of the sub-contractor or material supplier selected in replacement which shall again be subject to approval by the Owner.

§ 19.14 Labor Law/Municipal Law: The Contractor and every sub-contractor performing work at the site of the Project for which this Contract relates shall comply with the applicable provisions of the Labor Law and Municipal Law, as amended, of the State of New York.

§ 19.15 Legal Provisions Deemed Included: Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall read and be enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such an insertion.

**§ 19.16 Equal Opportunity**

§ 19.16.1 The Contractor shall maintain policies of employment as follows:

§ 19.16.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take a firmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

§ 19.16.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religions, color, sex or national origin.

**19.17 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS.** Contractor acknowledges and agrees that the Work is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds. Contractor ensures that no costs of the Work will be sought for or reimbursed by other federal or state funding streams. Contractor is subject to the applicable provisions and requirements of the following documents, which are incorporated herein by reference, where Treasury issues exceptions or waivers to any of the federal requirements stated in the documents below, such exceptions and waivers shall automatically be incorporated by reference into this agreement and control over any conflicting provisions of this Agreement:

- 1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)
- 2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

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## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

~~If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if~~ the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner ~~and the Architect~~, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, ~~and damages.~~

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

1. ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, ~~upon certification by the Architect that sufficient cause exists to justify such action~~, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, ~~including compensation for the Architect's services and expenses made necessary thereby~~, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this Owner. This~~ obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed, ~~and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any~~, as follows:  
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

« »

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, ~~including those alleging an error or omission by the Architect but excluding those arising under Section 16.2~~, shall be referred initially to the Architect for decision. Such matters, ~~except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4~~, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to

the ~~Architect~~ other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

#### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

Town of Duaneburgh

Herschberger Roofing

OWNER (Signature)

CONTRACTOR (Signature)

« »

« Joseph Herschberger »

(Printed name and title)

(Printed name and title)

**TOWN OF DUANESBURG**

**RESOLUTION NO. -2023**

**September 14, 2023**

**WHEREAS**, General Municipal Law § 103 and the Town of Duanesburg Procurement Policy authorize the Town of Duanesburg Town Board to seek competitive bids for certain improvements to the Town Hall (the “Town Hall Addition”); and

**WHEREAS**, the Town desires to seek bids for the Town Hall Addition as described in detail in the attached request for proposal (the “RFP”) documents prepared by Whiteman Osterman & Hanna LLP; and

**WHEREAS**, the Town worked with Northeast Log Homes to prepare the design plans for the Town Hall Addition; and

**WHEREAS**, the Town will consider awarding multiple contracts as follows: Contract 01 - General Construction, Contract 02 – Plumbing, Contract 03 – HVAC, Contract 04 – Electrical if the cost of the Town Hall Addition is \$500,000.00 or more; and

**WHEREAS**, the Town will advertise the RFP on September 18<sup>th</sup>, 2023 on the Town website, on the Town Bulletin Board, and in the Daily Gazette; and

**WHEREAS**, the Town will hold a non-mandatory walk-through at 2:00 P.M. local time on September 27<sup>th</sup>, 2023 at the project site, located at 5853 Western Turnpike, Duanesburg, New York, 12056; and

**WHEREAS**, the respondent inquiry period will end at 2:00 P.M. local time on October 6<sup>th</sup>, 2023; and

**WHEREAS**, the Town will require that all submissions are due on October 12<sup>th</sup>, 2023 by 2:00 P.M.; and

**WHEREAS**, the Town requests that the participating submitters hold their proposals open for a substantial period of time to allow for the completion of Town Board procedures associated with approving the work which is subject to a permissive referendum; and

**WHEREAS**, the Town intends that the Town Hall Addition is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds and will be subject to the applicable provisions and requirements of the U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271) and Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

**NOW THEREFORE BE IT RESOLVED**, the Town of Duanesburg Town Board hereby determines that the proposed Town Hall Addition is a Type 2 action pursuant to SEQRA;

**BE IT FURTHER RESOLVED** that the Town Board approves the RFP documents prepared by Whiteman Osterman & Hanna LLP for the Town Hall Addition and directs that the Town Clerk shall cause the attached public notice to be published in the Daily Gazette on September 18, 2023 and that the public notice be immediately posted on the Town Bulletin Board and on the Town Website and the RFP documents be made available on the Town website and at Town Hall for review by potential bidders and the public;

**BE IT FURTHER RESOLVED** that a non-mandatory walk-through will be held at 2:00 p.m. local time on September 27<sup>th</sup>, 2023 at the project site, located at 5853 Western Turnpike, Duanesburg, New York, 12056;

**BE IT FURTHER RESOLVED** that the respondent inquiry period will end at 2:00 p.m. local time on October 6<sup>th</sup>, 2023;

**BE IT FURTHER RESOLVED** that all submissions are due in hand at Duanesburg Town Hall located at 5853 Western Turnpike, Duanesburg New York on October 12<sup>th</sup>, 2023 by 2:00 p.m. to be opened at the regularly scheduled board meeting at 7:00 p.m.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of September 14, 2023.

---

William Wenzel, Supervisor

---

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

LEGAL NOTICE Town of Duanesburg

Legal Notice Town of Duanesburg, 5853 Western Turnpike, Duanesburg, New York 12056 RFP FOR TOWN HALL ADDITION PROJECT. NOTICE IS HEREBY GIVEN, that the Town of Duanesburg will receive sealed proposals for the construction of its Town Hall Addition Project. Such sealed proposals must be filed with the Town Clerk of the Town of Duanesburg, 5853 Western Turnpike, Duanesburg, New York 12056, PRIOR TO 2:00 P.M. EST on October 12, 2023. Copies of the Request For Proposals are available on the Town of Duanesburg website ([www.duanesburg.net](http://www.duanesburg.net)) and at the Town Clerk's Office located at 5853 Western Turnpike, Duanesburg, New York 12056. A non-mandatory walk-through will be held on September 27, 2023 at 2:00 PM at 5853 Western Turnpike, Duanesburg, New York 12056. Respondents may submit inquiries until 2:00 PM on October 6, 2023. Proposals will be opened publicly during the regularly scheduled Town Board Meeting on October 12, 2023 at 7:00 PM. It is expected that the project will be awarded no later than October 15, 2023. The labor on this project shall be performed in all respects in full accordance with the Labor Law of the State of New York. Contractors must conform to the New York State prevailing wage rate schedules which are annexed to and form a part of the specifications for this project. The Town of Duanesburg reserves the right to reject any or all proposals.

**REQUEST FOR PROPOSALS**  
**TOWN HALL ADDITION PROJECT**

September 18, 2023

Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, New York 12056



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## I. INTRODUCTION

The Town of Duanesburg (the “Town”) is a municipal corporation with offices located at 5853 Western Turnpike, Duanesburg, New York 12056.

The Town is soliciting, through this Request for Proposals (“RFP”), proposals from qualified interested parties to provide services for the construction of an addition to the existing Town Hall building located at 5853 Western Turnpike, Duanesburg, New York 12056. (the “Town Hall”). The Town is seeking qualified, experienced and responsible contractors with a documented track record of successful completion of municipal construction projects within New York State (hereinafter referred to as “Respondent” or “Contractor”).

Selection Criteria are described in greater detail in Section V herein, and include, among others, the experience of the Respondent, competitive terms, and ability to deliver and mobilize within the timeframes as specified. Plans for the work are set forth on **Exhibit A**, attached hereto and made a part hereof (the “Plans”).

In accordance with Section 103-d of the General Municipal Law, at the time Contractor submits its bid, an authorized and responsible person shall execute and deliver a non-collusive bidding certification on Contractor's behalf in the form set forth on **Exhibit B**.

In accordance with Chapter 1 of the 2012 Laws of New York, the provision to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, at the time Contractor submits its bid, an authorized and responsible person shall execute and deliver a Certificate of Compliance with the Iran Divestment Act, in the form set forth on **Exhibit C**.

## II. RFP TIMELINE

Solicitation issued:	September 18, 2023
Non-Mandatory Walk Through	September 27, 2023, 2:00 PM EST
End of Respondent inquiry period:	October 6, 2023, 2:00 PM EST
Submission deadline:	October 12, 2023, 2:00 PM EST

## III. SCOPE OF SERVICES

1. Respondent shall provide a description of the work and shall provide details for the construction of the addition to the Town Hall in accordance with the Plans. Respondent shall describe how work is to be performed and what site safety measures will be implemented during construction.
2. Respondent shall describe work to be completed as part of this project in accordance with the Plans. Respondent shall provide information regarding safety measures to be implemented as part of this work.
3. Additional responsibilities of the Contractor shall include construction planning and securing the surrounding site.

4. Contractor shall be responsible for obtaining any and all necessary permits with respect to the work. Contractor shall exercise caution so as not to damage municipal infrastructure.
5. Contractor shall be responsible for adjacent property protection.
6. No Contractor shall commence work until the Contractor has obtained all the insurance required by the Town in accordance with Section VIII, herein.

#### IV. PROPOSAL REQUIREMENTS

The following are the submission requirements for all Proposals. The Town reserves the right, in its sole discretion, to reject any Proposal that is deemed incomplete or unresponsive to the RFP requirements. The Town also reserves the right, in its sole discretion, to reject any and all Proposals or to waive any formality or technicality in any bid, if it believes that the public interest will be promoted thereby.

Proposals should clearly and concisely state the unique capabilities, experience, and advantages of the Respondent, and demonstrate the Respondent's capability to satisfy the requirements and objectives set forth in this RFP.

##### A. Format of Responses

Please respond to the set of questions that follows. Although there will be no set page limit, we ask that all Responses be limited to the questions proposed and not include any extraneous information or appendices. The Responses must be in the following required form: (1) questions must be answered in the order presented, (2) each response must be numbered to correspond with the question being answered and must be preceded by a restatement of the question, (3) each page must be numbered, (4) include Exhibits A through F in the Response, and (5) each copy of the Response must be bound in one volume.

DO NOT SEND RESPONSES BY FAX OR EMAIL. RESPONSES WILL BE ACCEPTED ONLY BY MAIL, HAND DELIVERY OR EXPRESS-MAIL DELIVERY SERVICES.

If any proprietary information is contained in the response, it should be clearly identified.

##### B. Response Content

1. Responses should list **the cost of the work** excluding the expenses incurred in preparing and submitting this Response. Payments will not exceed these amounts regardless of the actual costs incurred in completing the services. Contractor shall also include within the bid price prevailing wages. Sample wage schedules are attached hereto as Exhibit J. In the event the Contractor does not pay prevailing wage in connection with the project, the Contractor assumes sole responsibility for any claims associated with the failure to pay prevailing wage, waives any claims it may

have against the Town arising out of the party's failure to pay prevailing wage, and agrees to defend, indemnify, and hold harmless the Town against any and all claims by third parties, including administrative claims by the Department of Labor, arising out of the failure to pay prevailing wage. For purposes of this paragraph the word "claim," is intended to cover any and all forms of loss or liability, including without limitation, damages, attorneys' fees, costs, expenses, penalties, and/or interest.

2. The Respondent should address the following information: (a) business address, phone number, fax number, e-mail address, and Federal ID number for contractor's and all sub-contractors; (b) a brief description of the firm's history and experience in providing services covered by this RFP; and (c) describe other projects involving similar works (including name of clients served, and length of time providing such services).
3. Respondent shall provide a description and past experience of their company, and subcontractors with regard to municipal construction work. This task shall include general location and dates of previous municipal construction work. Contractor shall also provide references including municipalities and governmental agencies (if applicable) where similar work has been performed over the past five years.
4. Respondent shall include three (3) years of financial records, which may include tax returns.
5. Resumes describing the qualifications and background of the primary contact person and other key staff who will be assigned to projects covered by this RFP. If Respondent intends to use the services of a subcontractor, provide resumes for each subcontractor. Descriptions of how the primary contact person and other key personnel meet the general qualifications described in Section II, Scope of Services shall be provided. Please note that the individuals listed will be expected to be available should the Town request to conduct interviews. Such resumes should describe relevant training and experience as it relates to the Scope of Services.
6. Provide a list of three to five relevant client references, including a contact person's name, address and phone number.
7. Prepare a project schedule to be included as part of the proposal. Schedule should include a begin work date and completion date.
8. The successful Respondent shall be responsible for all expenses related to the work, and the safe work environment of the site.
9. All submissions must include an EEO Policy Statement stating the Respondent's non-discriminatory policy in accordance with federal and state laws. This form or the Respondent's EEO Policy must be signed and submitted as part of any Response. **The Respondent's EEO Policy must be completed and submitted with the response to RFP.**
10. Contractor must make a good faith effort to meet New York State's minority and women-owned business ("M/WBE") participation goals, in effect and as amended from time to time.

## V. SELECTION CRITERIA

Generally, the selected Respondent must have the experience and capacity to complete the work in a timely manner, without interruption. It will be the Contractor's responsibility to perform the work in accordance with applicable state and federal regulations as noted within this proposal, utilizing work safe practices in line with New York State laws and regulations, Occupational Safety and Health Administration ("OSHA") regulations.

In evaluating received Proposals, the Town will use the following Selection Criteria to select the Designated Contractor:

- *Financial Offer*: Provision of competitive construction costs for the Contract.
- *Financial Feasibility*: Respondent's demonstrated financial condition to complete the Project; sufficient revenue to support operating revenues, and no substantial debt.
- *Experience*: Respondent's and its designated employees' municipal construction experience, skills, and resources necessary to complete the project on time and within budget, including experience of relevant structures, references of equivalent scale and experience with municipal agencies.
- *Schedule and Timing*: Respondent shall submit a completion timeline identifying the estimated length of time to complete all Work. Any contingencies that may affect this time line should be identified. Respondent must be able to mobilize and commence Work immediately; **time is of the essence**. The Contractor shall be able to commence Work no later than ten (10) days after receipt of all necessary approvals.
- *Overall Approach and Understanding of the RFP and Work*: As evidenced by complete submission, among other things.

The Town also reserves the right to conduct interviews with or pose questions in writing to individual Respondents in order to clarify the content of their proposals and to ensure a full and complete understanding of each proposal. The Town shall undertake to pursue uniformity in the questions it asks to Respondents to the extent practicable, but the Town may ask different or additional questions to different Respondents in the context of individual interviews or written questions. The Town shall designate a staff member who shall be the permissible contact for the purpose of such interviews and Respondents who are invited to interview will receive additional instructions about the interview format and any further requests for information.

## VI. SUBMISSIONS

### 1. Delivery of Copies

Respondent must submit (3) copies of the Response, including accompanying exhibits. No materials will be accepted after the due date and time. Any material received after the stated date and time will be considered late and will be returned to the Respondent unopened. Responses will be time stamped by the Town.

The mailings must be marked "Town Hall Addition Project" They will be kept unopened until the deadline. Late proposals will be marked "Received Past Deadline" and returned unopened. The Town, in its sole discretion, reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP. The Town may request additional information from the Respondents during the course of the selection process and all responses will become the property of the Town.

**PROPOSALS WILL BE ACCEPTED UNTIL 2:00 P.M. ON OCTOBER 12, 2023.** The Responses should be delivered to:

Jennifer Howe  
Town Clerk  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

**PLEASE DO NOT SEND RESPONSES BY E-MAIL OR FAX. RESPONSES WILL BE ACCEPTED ONLY BY MAIL, HAND DELIVERY OR EXPRESS-MAIL DELIVERY SERVICES.**

## 2. RFP Inquiries

Questions regarding this RFP may be submitted via e-mail to Chris Parslow at [CParslow@duanesburg.net](mailto:CParslow@duanesburg.net) until 2:00 PM EDT October 6, 2023. Questions sent or delivered to any other individual may not be considered for response and will be grounds for disqualification. If any prospective Respondent finds discrepancies or omissions or there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted to the Town only at the above address. In turn, the Town shall notify all candidates of record of such clarifications.

The Respondent must agree to comply with all procedures of the Town related to permissible contacts.

A non-mandatory walk through will be held on September 27, 2023. The walk through will begin promptly at 2:00 PM, at 5853 Western Turnpike, Duanesburg, New York 12056.

## **VII. STATEMENT OF LIMITATIONS**

1. This RFP, submissions from Respondents to this RFP, and any relationship between Town and Respondents arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFP. By responding to this RFP, Respondents are deemed to accept and agree to this Statement of Limitations. By submitting a response to this RFP, the Respondent acknowledges and accepts the Town's rights as set forth in the RFP, including this Statement of Limitations.

2. Responses meeting the submission requirements will be reviewed promptly. The Town, at its sole discretion, may reject any and all proposals, or seek additional information (additional documentation, interviews, etc.) on any or all proposals, or choose not to award a contract(s) as a result of this solicitation. The Town shall be under no obligation to execute an agreement but by submitting this RFP, the Respondent shall negotiate in good faith on the terms of the proposal. The Town's form of agreement is attached as **EXHIBIT G**. By responding to this RFP the Respondent acknowledges and is willing to execute such form in substantially the condition it is in.
3. The Town reserves the right to: (i) amend, modify, or withdraw this RFP; (ii) revise any requirements of this RFP; (iii) require supplemental statements or information from any responding party; (iv) accept or reject any or all responses thereto; (v) extend the deadline for submission of responses thereto; (vi) negotiate or hold discussions with any respondent and to correct deficient responses which do not completely conform to the instructions contained herein; and (vii) cancel, in whole or part, this RFP, for any reason or for no reason. The Town may exercise the foregoing rights at any time without notice and without liability to any Respondent or any other party for its expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of each Respondent.
4. Construction work shall commence within ten (10) days of receipt of required approvals. If for any reason Contractor cannot complete the work after submitting the accepted bid, said contractor may, at the Town's discretion, be removed either temporarily or permanently, from participation with the Town's projects.
5. This bid and proposal is not assignable or conveyable in any fashion and may not be pledged or encumbered without the express written permission of the Town. Awards for the engagement by the Town are expected no later than October 15 ,2023.
6. **Respondents must rely on their own research and investigations for all matters, including, without limitation, costs, permitting, financing, construction, and renovation.**
7. The Town reserves the right, in its sole discretion, without liability, to utilize any or all of the RFP responses, including late responses, in its planning efforts. The Town reserves the right to retain and use all the materials and information, and any ideas or suggestions therein, submitted in response to this RFP (collectively, the "Response Information") for any purpose. By submitting a Response, each Respondent waives any and all claims against the Town relating to the Town's retention or use of the Response Information.
8. This RFP shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response to the RFP. The Town will not be responsible for any costs incurred by Respondents related to

preparing and submitting a response to this RFP, attending oral presentations, or for any other associated costs.

9. Contractor shall include within the bid price prevailing wages. Sample wage schedules are attached hereto as **Exhibit J**. In the event the Contractor does not pay prevailing wage in connection with the project, the Contractor assumes sole responsibility for any claims associated with the failure to pay prevailing wage, waives any claims it may have against the Town arising out of the party's failure to pay prevailing wage, and agrees to defend, indemnify, and hold harmless the Town against any and all claims by third parties, including administrative claims by the Department of Labor, arising out of the failure to pay prevailing wage. For purposes of this paragraph the word "claim," is intended to cover any and all forms of loss or liability, including without limitation, damages, attorneys' fees, costs, expenses, penalties, and/or interest.
10. To the best of the Town's knowledge, the information provided herein is accurate. Respondents should undertake appropriate investigation in preparation of responses.
11. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS. Contractor acknowledges and agrees that the Work is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds. Contractor ensures that no costs of the Work will be sought for or reimbursed by other federal or state funding streams. Contractor is subject to the applicable provisions and requirements of the following documents, which are incorporated herein by reference, where Treasury issues exceptions or waivers to any of the federal requirements stated in the documents below, such exceptions and waivers shall automatically be incorporated by reference into this agreement and control over any conflicting provisions of this Agreement:
  - .1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)
  - .2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

## **VIII. INSURANCE AND BOND REQUIREMENTS**

Respondent will be expected to show evidence of the following insurance requirements (at a minimum and to the extent applicable), as listed below:

1. Worker's compensation and employer's liability insurance in accordance with State statutory limits;
2. Comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate for bodily injury and property damage;
3. Automobile liability coverage including owned and hired vehicles with a combined



- single limit of \$1,000,000 per occurrence for bodily injury and property damage; and
4. An excess/umbrella policy in the amount of \$5,000,00.

All such insurance policies shall be written by good and solvent insurance companies, licensed to do business in the State of New York, satisfactory to the Town. The comprehensive liability insurance, automobile liability insurance and the excess/umbrella policies shall all name the Town as an additional insured.

The Designated Contractor will be required to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price.

**EXHIBIT A**

**Non-Collusive Bidding Certification**

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

- (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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SWORN TO ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2023

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

## EXHIBIT B

### Responsibility Questionnaire

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 owner’s official representative authorized to legally bind the Reporting Entity, must certify the truth of the questionnaire answers.

#### 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](mailto: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 must 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 fully. Each response must provide **all** relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. 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 to be identified. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**BUSINESS ENTITY INFORMATION**

<u>Legal Business Name</u>		<u>EIN</u> _____		
<u>Address of the Principal Place of Business (street, city, state, zip code)</u> <u>NO P.O. Boxes</u>		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website (include all)		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

**I. BUSINESS CHARACTERISTICS**

1.0 Business Entity Type – Check appropriate box and provide additional information:

a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )	Date of Incorporation
b) <input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>	Date Organized
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established

## I. BUSINESS CHARACTERISTICS

e) <input type="checkbox"/> <u>General Partnership</u>	Date Established County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?
g) <input type="checkbox"/> <u>Other</u>	Date Established
If Other, explain:	
1.0 Was the <u>Business Entity</u> formed in New York State?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No," indicate jurisdiction where the <u>Business Entity</u> was formed:	
<input type="checkbox"/> <u>United States</u>	State
<input type="checkbox"/> <u>Other</u>	Country
1.2 Is the <u>Legal Business Entity</u> publicly traded?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:	
1.3 Is the <u>Business Entity</u> currently registered to do business in New York State?	
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required	
If "No," explain why the <u>Business Entity</u> is not required to be registered to do business in New York State:	
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .	
<input type="checkbox"/> Yes <input type="checkbox"/> 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?	
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**I. BUSINESS CHARACTERISTICS**

If "Yes," check all that apply:

- New York State certified Minority-Owned Business Enterprise (MBE)
- New York State certified Women-Owned Business Enterprise (WBE)
- New York State certified Service-Disabled Veteran-Owned Business (SDVOB)
- New York State Small Business
- Federally certified Disadvantaged Business Enterprise (DBE)

1.7 Identify **each person** or Business Entity that is or has been within the past five (5) years, a Business Entity Official, or a Principal Owner of 5.0% or more of the Reporting Entity's shares; or one of the five largest shareholders, if applicable. (*Attach additional pages if necessary.*)

Joint Ventures: Provide information for all firms involved.

Each Business Entity identified as a Principal Owner must also submit a Vendor Responsibility Questionnaire. (Add additional sheets if necessary.) For each person, include name, title, date of birth, percentage of ownership, and employment status. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage of ownership.

If there is no person or Business Entity that owns 5% or more of the Reporting Entity, check here:

Name ( <i>For each person, include a middle initial</i> )	Title	Date of Birth	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
Name of <u>Each Business Entity</u> owning 5% or more of <u>Reporting Entity</u>	Address	EIN	Percentage Ownership	

I. BUSINESS CHARACTERISTICS			

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? If yes, identify below and if there is more than one, <i>attach additional pages with required information.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> 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 the disclosed firm(s)?		<input type="checkbox"/> Yes <input type="checkbox"/> 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? If yes, identify below and if there is more than one, <i>attach additional pages with the required information.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with the disclosed affiliate(s)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	

## II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years?  Yes  N

If yes, identify below and if there is more than one, *attach additional pages with the required information.*

Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?  Yes  N

*If "Yes," list the ten most recent construction contracts the Business Entity has completed for government clients using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*At the Business Entity's option, it may include construction contracts completed for private clients. 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  N

*If "Yes," list all current uncompleted construction contracts for government clients by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included. At the Business Entity's option, it may include construction contracts uncompleted for private clients.*

## 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  N

4.1 Been subject to a denial or revocation of a government prequalification?  Yes  N

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  N

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  N

4.4 Had a bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?  Yes  N

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?  Yes  N

4.6 Requested or been permitted 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  N



#### IV. INTEGRITY – CONTRACT BIDDING

*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, affiliate, predecessor company or 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 explain each "YES" response.*

#### 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 <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> N
5.1 Been subject to an <u>administrative proceeding</u> or civil action, including arbitration, seeking specific performance or restitution (except any disputed work proceeding) in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> N
5.2 Entered into a formal monitoring agreement, integrity agreement, consent decree, or stipulation, settlement as specified by, or agreed to with, any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> N
5.3 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input type="checkbox"/> N
5.4 Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> N

*For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or 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 sheet with numbered responses to explain each "YES" response.*

#### 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?	<input type="checkbox"/> Yes <input type="checkbox"/> N
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> , <u>Service-Disabled Veteran-Owned Business</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> N

*For each "Yes," provide an explanation of the issue(s), the Business Entity affiliate, predecessor company or 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 to explain each "YES" response.*

**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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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> , Service-Disabled Veteran-Owned Business, or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order, monitoring agreement or other type of oversight with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement entity involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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: <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws;</li> <li>• <u>Federal</u>, state, or local tax laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No

*For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or 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 to explain each "YES" response.*

*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?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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 theft, 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	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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 to explain each "YES" response.*

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If "Yes," provide an explanation of the issue(s), the Business Entity or affiliate 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 to explain the "Yes" response.</i></p>	
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000 for any reason, including failure to meet <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , or <u>Disadvantaged Business Enterprise</u> goals?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

*If "Yes," provide an explanation of the issue(s), the name of the Business Entity or affiliate 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), and the balance of the assessment not yet paid. 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 name of the Business Entity or affiliate involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s), the current status of the issue(s), and the balance of the lien, claim or judgment not yet paid. 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, or official 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 name of the Business Entity, affiliate or official 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 to explain the YES response.*

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 )	2nd Year (Indicate year )	3rd Year (Indicate year )
Gross Sales	Gross Sales	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 )	2nd Year (Indicate year )	3rd Year (Indicate year )
Amount	Amount	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](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls).  
(This information must be attached.)

**X. FREEDOM OF INFORMATION LAW (FOIL)**

**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.*

**Authorizee**

**XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE**

Name	Telephone ext.	Fax
Title	Email	

### **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.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

**The undersigned certifies that he/she:**

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand 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
- are 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

Date

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## **EXHIBIT C**

### **Iranian Energy Sector Divestment Certification**

A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section one hundred sixty-five-a of the state finance law as a person engaging in investment activities in Iran as described in the following paragraph, shall not be deemed a responsible bidder or offerer pursuant to section one hundred three of the New York General Municipal Law.

For purposes of this Certification, a person engages in investment activities in Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

A bid shall not be considered for award nor shall any award be made where the bidder cannot make the aforementioned certification; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of this subdivision on a case-by-case basis if:

- (1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SWORN TO ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2022

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



**EXHIBIT D**

**Plans**

**[to be attached]**

DRAWINGS FOR THE RESIDENCE OF:

TOWN OF DUANESBURG

NE-20439

FINAL CONSTRUCTION DRAWINGS

TOWN OF DUANESBURG

NE-20439

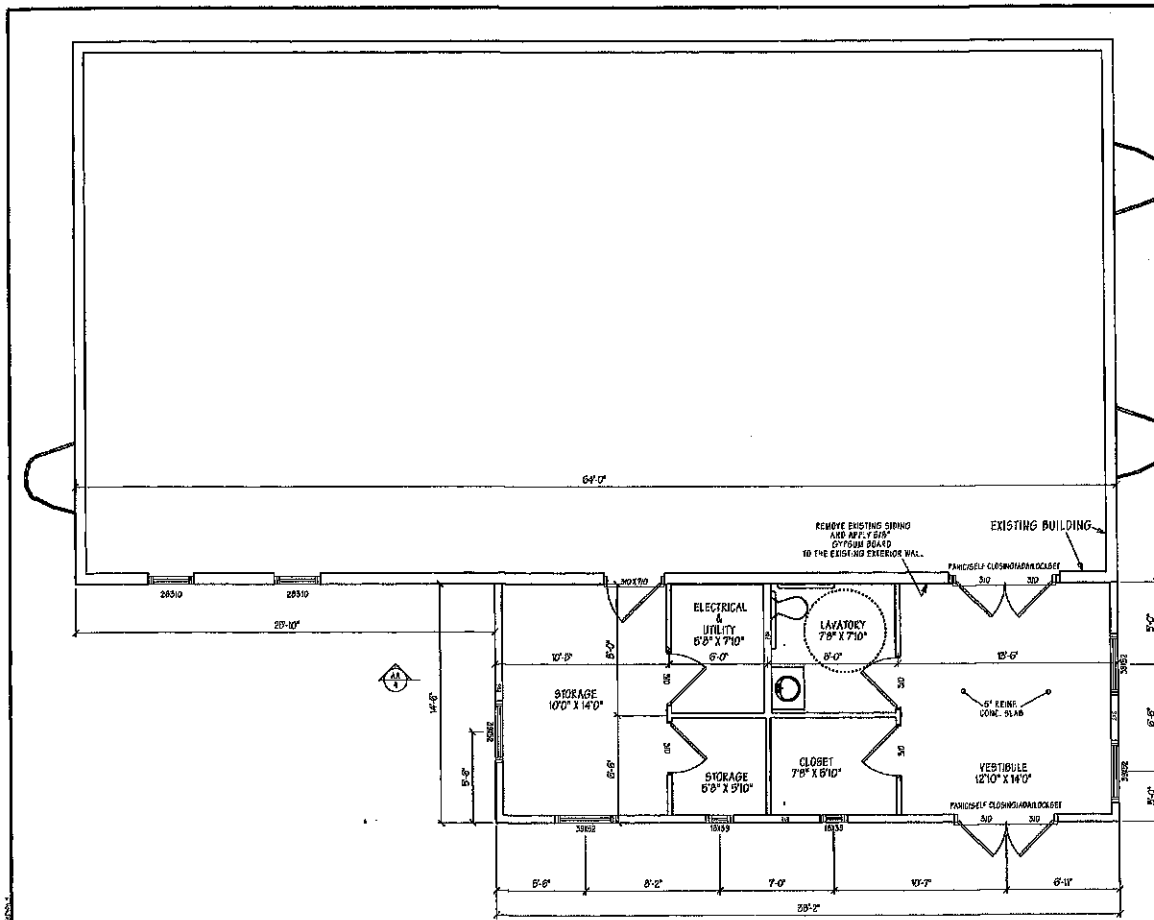
DUANESBURG, NY

**TABLE OF CONTENTS**

SHEET	DESCRIPTION
ELEV	PRESENTATION ELEVATIONS
1	FLOOR PLAN
2	FOUNDATION PLAN
3	ROOF FRAMING PLAN
4	CROSS SECTION AA
5	FRAMING ELEVATIONS
6	TRUSS RAFTER SPECS
7	FRAMING ISO.

**FINAL CONSTRUCTION DRAWINGS**

1/20/04 9AM



NOTICE: BUILDING DESIGNED TO MEET THE FOLLOWING LOAD CONDITIONS.

2020 BUILDING CODE OF NEW YORK AND ASCE 7-18

BUILDING OCCUPANCY / RISK CATEGORY: II

ADDITION LIVE LOAD = 100 psf

MINIMUM ROOF LIVE LOAD = 20 psf

NET ALLOWABLE SOLE BEARING PRESSURE: = 2000 psf (ASSUMED)

ROOF LOADS:

DECKING OVER LOAD: psf = 50 psf

FLAT ROOF SNOW LOAD: psf = 35 psf

$C_e = 1.0$

$C_s = 1.0$

$C_d = 1.0$

WIND LOAD:

Vel = 112 mph

$Z_{ED} = 0.9$

$I_w = 1.0$

EXPOSURE: B

INTERNAL PRESSURE COEFFICIENT: +0.0

SOIL LOAD:

RAIN INTENSITY: = 2.5 INCHES PER HOUR

SEISMIC LOADS:

SITE CLASS: D (ASSUMED)

$S_DS = 0.200$

$S_1 = 0.200$

$S_e = 0.218$

$S_0 = 0.088$

$I_e = 1.0$

$C_e = 1.54$

$R = 3$

SEISMIC DESIGN CATEGORY: B

THE OWNER ALTHOUGH SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING THROUGH WHICH POWER IS DERIVED FROM A COMMERCIAL SOURCE, ANY OTHER POWER SOURCE IS INTERCEPTED, SHALL RECEIVE POWER FROM BATTERY, WHICH SHALL BE PERMANENT AND WITHOUT A RECONNECTABLE SWITCH OTHER THAN THOSE REQUIRED FOR OVERCURRENT PROTECTION.

ALL SMOKE ALARMS SHALL BE INSTALLED AND OPERATED IN ACCORDANCE WITH THE PROVISIONS OF THIS CODE.

SMOKE ALARMS SUPPLIED BY OTHERS

CARBON MONOXIDE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THIS CODE.

1/0 = DETAIL A ON SHEET G

AA-1 = SECTION AA ON SHEET A

ARTIFICIAL LIGHT AND MECHANICAL VENT REQUIRED IN LAVATORY

TESTS MANUFACTURER TO SUPPLY ENGINEERED DRAWINGS STAMPED BY A LICENSED NEW YORK STATE MECHANICAL ENGINEER

NOTE: LAYOUT AND CONCEALMENT OF PLUMBING, HEATING, ELECTRICAL, AND FOR CONSIDERING THESE SHOULD BE PLANNED WITH QUALIFIED TRADES PEOPLE BEFORE STARTING CONSTRUCTION.

NOTICE: TO COMPLY WITH LOCAL ENERGY CODES, THESE CONSTRUCTION REQUIREMENTS MUST BE MET:

2 1/2" WALL INSULATION - R-12; RAFT: R-21

FOUNDATION SLAB INSULATION - 2" POLYISOCYANURATE (PIR) - R-21

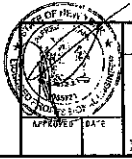
FOUNDATION WALL INSULATION - 2" PIR - R-21

FLOOR JOIST CEILING - 3 1/2" RIGID POLYISOCYANURATE (PIR) - R-30 = R-30

GLAZING - HIGH PERFORMANCE LOW E

FIRST FLOOR PLAN

633 00.14

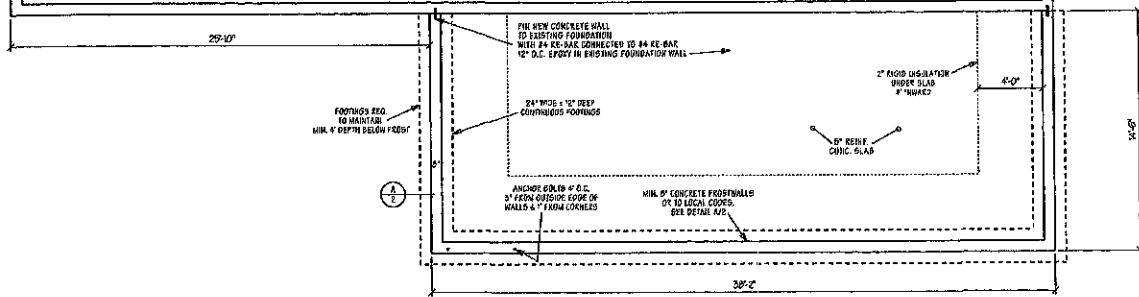
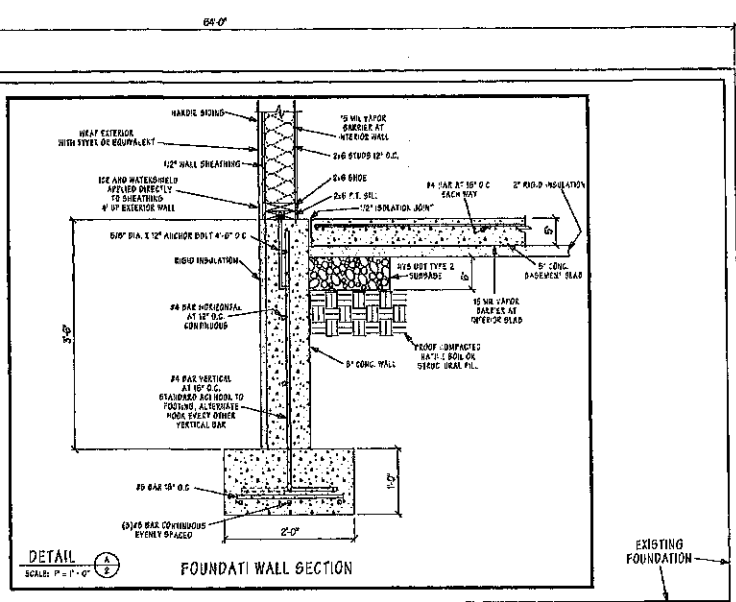


ALFRED STAHL CONSULTING ENGINEER

MELROSEVILLE, VERMONT

518-888-8881

REVISIONS		DATE	BY	APP.
PROJECT		ADDITION		
DATE	BOOK	2020 BUILDING CODE OF NEW YORK AND ASCE 7-18		
PROJECT NAME		TOWN OF DUANESBURG		
DATE	REVISION	DATE	BY	APP.
08/2023				
DATE	PROJECT NO.			
10/1/20	NE-20439			



**FOUNDATION PLAN**

**ATTENTION FOUNDATION CONTRACTOR**

"PLEASE VERIFY THAT THE FOUNDATION PLAN YOU ARE USING IS THE MOST CURRENT VERSION. PLEASE VERIFY BY BOX ON THIS SHEET."



**ALFRED STAHL CONSULTING ENGINEER**  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF NEW YORK, LICENSE NO. 10817  
 518-888-8881

NO.	REVISION/CHANGE	DATE	BY	APP.

PROJECT NO.		DATE	
TITLE			
PROJECT NAME	TOWN OF DUANEGBURG		
DRAWN BY		CHECKED BY	
SCALE	1/4"=1'-0"	PROJECT NO.	NE-20439
		SHEET NO.	2









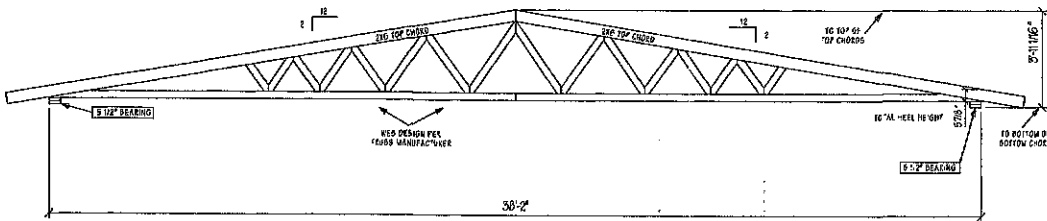
CUSTOMER NAME = TOWN OF DUANESBURG  
 PROJECT NUMBER = NE-20439  
 JOB SITE LOCATION = TOWN OF DUANESBURG, NY  
 BUILDING CODE = PER S&B TO MEET THE COMMERCIAL CODE OF NEW YORK STATE 2000  
 TRUSS RAFTERS TO BE DESIGNED FOR:  
 DEAD LOAD = 50 PSF  
 WIND LOAD =  
 WS = 100 mph  
 WS = 85 mph  
 W = 1.0  
 EXPOSURE B  
 INTERNAL PRESSURE COEFFICIENT = +0.18  
 TRUSS RAFTER SPACING = 12' O.C.

PERMANENT BRACING IS REQUIRED PER SUMMARY SHEET FROM TRUSS MANUFACTURER.  
 PERMANENT BRACING NOT SHOWN ON DRAWING.

ALL TEMPORARY AND PERMANENT BRACING MATERIALS BY OTHERS

NOTE: TEMPORARY BRACING IS REQUIRED IN ADDITION TO PERMANENT BRACING. REFER TO TRUSS MANUFACTURERS BRACING SPECIFICATIONS SUMMARY SHEET INCLUDED, AT DELIVERY, WITH FINAL CONSTRUCTION DRAWINGS.

CONDENSATION VAPOR BARRIER REQUIRED ON HEATED SIDE OF ALL INSULATED AREAS



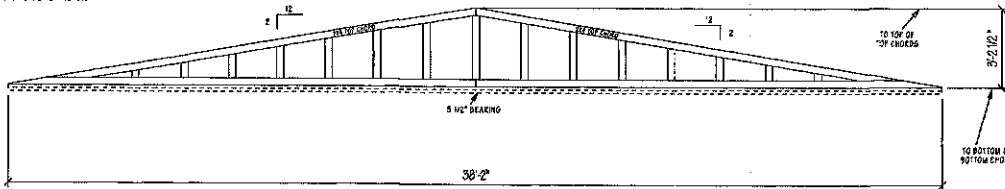
15 TRUSSES REQUIRED  
 TRUSS RAFTER DIMENSIONS  
 NOT TO SCALE

CUSTOMER NAME = TOWN OF DUANESBURG  
 PROJECT NUMBER = NE-20439  
 JOB SITE LOCATION = TOWN OF DUANESBURG, NY  
 BUILDING CODE = DESIGNED TO MEET THE COMMERCIAL CODE OF NEW YORK STATE 2000  
 TRUSS RAFTERS TO BE DESIGNED FOR:  
 DEAD LOAD = 50 PSF  
 WIND LOAD =  
 WS = 100 mph  
 WS = 85 mph  
 W = 1.0  
 EXPOSURE B  
 INTERNAL PRESSURE COEFFICIENT = +0.18  
 TRUSS RAFTER SPACING = 12' O.C.

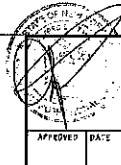
ALL TEMPORARY AND PERMANENT BRACING MATERIALS BY OTHERS

PERMANENT BRACING IS REQUIRED PER SUMMARY SHEET FROM TRUSS MANUFACTURER.  
 PERMANENT BRACING NOT SHOWN ON DRAWING.

NOTE: TEMPORARY BRACING IS REQUIRED IN ADDITION TO PERMANENT BRACING. REFER TO TRUSS MANUFACTURERS BRACING SPECIFICATIONS SUMMARY SHEET INCLUDED, AT DELIVERY, WITH FINAL CONSTRUCTION DRAWINGS.



1 GABLE TRUSSES REQUIRED (DROPPED 5 1/2")  
 GABLE TRUSS RAFTER DIMENSIONS  
 NOT TO SCALE



IF A VIOLATION OF THE NEW YORK STATE EDUCATION LAW OR ANY PERSON NOT AT THE WORK FOR THE DESIGN OF A LICENSE ARCHITECT OR ENGINEER TO ALTER THIS DRAWING

**ALFRED STAHL CONSULTING ENGINEER**  
 MECHANICAL, STRUCTURAL  
 BUILDING CODE APPROVALS

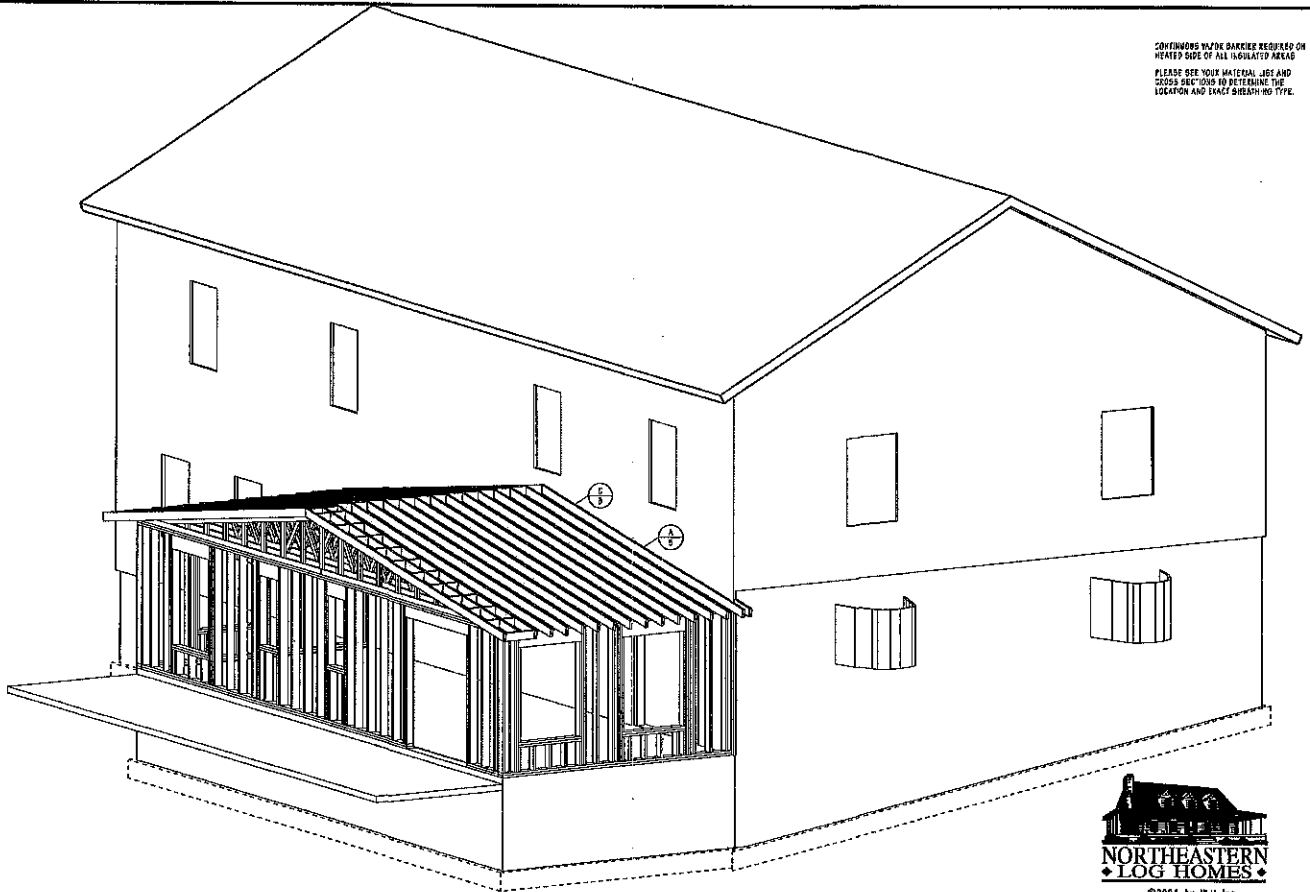
APPROVED DATE: \_\_\_\_\_

350 SPRINGER DR., 2ND FLOOR  
 NORTH WYOMING, NY 14041  
 516-588-0061

NO.	DESCRIPTION	DATE	BY	CHKD.

DATE	07/22/23	PROJECT	NE-20439
TIME	3:04 PM	DRAWING	6

CONTINUOUS VAPOR BARRIER REQUIRED ON HEATED SIDE OF ALL INSULATED AREA'S  
PLEASE SEE YOUR MATERIAL LIST AND CROSS SECTION TO DETERMINE THE LOCATION AND EXACT SHEATH NO TYPE.



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**ALFRED STAHL**  
CONSULTING ENGINEER  
MEMBER: A.S.C.E., N.Y.S.E.  
1912 SP. UNKASER DRIVE, SUITE 402  
ADAMSVILLE, OHIO 45224 513-688-8881

NO.	REVISION/DESCRIPTION	DATE	BY	CHK.

WORKSHEET NO. 10000

DATE: 02/20/05  
JOB NO: 650

PROJECT NAME: TOWN OF QUANESBURG

DATE: 01/20/05  
SCALE: 3/8"=1'-0"

PLANS: NE-20439  
SHEET NO: 7

**EXHIBIT E**

**Model Contractor Agreement**

**see attached**

# DRAFT AIA® Document A104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year «2023»  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« » « Town of Duaneburg  
5853 Western Turnpike  
Duaneburg, New York 12056  
« »  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« » «  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« Town Hall Addition »  
« »  
« »

The Architect:  
(Name, legal status, address and other information)

« » « N/A  
« »  
« »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES



EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

«

»

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

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

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than  () calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be  Dollars » (\$ .00 »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«(a) »

**§ 3.2.2 Unit prices, if any:**

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

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

**§ 3.2.3 Allowances, if any, included in the stipulated sum:**  
*(Identify each allowance.)*

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

**§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

«( )»

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

«( )»

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed \$ ( ) (\$ ( )), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

«( )»

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

«( )»

**§ 3.4.3.3 Unit Prices, if any:**

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

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

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

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

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« - »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

« - »

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

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

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

« »

§ 4.1.3 ~~Provided that an Application for Payment is received by the Owner not later than the «30th » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than thirty (30) thirty (30) days thereafter. If an Application for Payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than thirty (30) «thirty » ( «30 » ) days after the Owner receives the Application for Payment.~~ § 4.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the «-» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «-» day of the «-» month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than «-» ( «-» ) days after the Architect receives the Application for Payment.~~ (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« ten percent (10%) » Ten Percent (10%)



§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« n/a » % « »

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages

§ 6.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

« »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:  
*(Check all boxes that apply.)*

- Exhibit A, Determination of the Cost of the Work.
- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

« Request for Proposals issued by the Owner and dated 2023, attached as Exhibit A  
 Contractor's Response to RFP dated 2023, attached as Exhibit B »

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, ~~or~~ (3) a Construction Change Directive, ~~Directive, or (4) a written order for a minor change in the Work issued by the Architect.~~ The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Unless otherwise set forth, in the event that there are discrepancies among terms, conditions and/or requirements relating to Contractor's performance, the most stringent terms, conditions and/or requirements shall control.

Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes, and professional standards. Work includes all labor, materials, equipment and services to complete all specified procedures, repairs and waterproofing, satisfy all governmental conditions including but not limited to obtaining permits, etc., all necessary protection measures for safety and to preserve existing or adjacent Work, together with all attendant cleaning and removal of debris.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. Contractor expressly represents that the Contractor has carefully examined the Contract Documents and has performed a detailed investigation of the site (including but not limited to visiting and inspecting the Work areas and taking detailed field measurements), and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance.

### § 7.3 The Work

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

### § 7.4 Instruments of Service

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

### ~~§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service~~

~~§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

**§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 7.58 Severability**

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

**§ 7.69 Notice**

**§ 7.69.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

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

**§ 7.740 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all reasonably necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities. All additional costs incurred by Owner for retesting of failed products, systems or installed work shall be paid by the Contractor causing defects.

### § 8.2 Owner's Right to Stop the Work

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

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner ~~or the Architect~~, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

### § 8.4 Extent of Owner's Rights

The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to ~~the Architect~~ the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

#### § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

#### § 9.3 Labor and Materials

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

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, ~~after evaluation by the Architect~~ and in accordance with a Modification.

#### § 9.4 Warranty

The Contractor warrants to the Owner ~~and Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. The foregoing warranties shall be in effect for a period of one (1) year from the date of Final Completion. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. Notwithstanding anything contained in this Contract to the contrary, any claim or other cause of action by the Owner against the Contractor, any Subcontractor, or any Sub-subcontractor, supplier, agent or employee of any of them pursuant to this Section 9.4 may be made at any time within the time period specified in the applicable statute of limitations. The warranties provided pursuant to this Contract shall not be construed to modify or limit, in any way, any rights or actions which the Owner may otherwise have against the Contractor by law or statute, or in equity. All warranties, including all equipment warranties, will inure to the benefit of the Owner and the Owner's successors and assigns.

§ 9.4.1 As a condition to final payment, the Contractor shall assign and transfer to the Owner all guarantees, warranties and agreements from Contractor, all contractors, Subcontractors, Sub-subcontractors, vendors, suppliers or manufacturers regarding their performance, quality of workmanship or quality of materials or equipment supplied

in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties, and agreements shall be in place and enforceable by the Owner in accordance with their terms.

#### **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations ~~concluded~~ concluded whether or not yet effective or merely scheduled to go into effect.

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

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

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's ~~and Architect's~~ information - written approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner ~~and Architect~~.

#### **§ 9.9 Submittals**

~~§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.~~

~~§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.~~

~~§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for~~

~~the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.~~

**§ 9.10 Use of Site**

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

**§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 9.12 Cleaning Up**

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

**§ 9.13 Access to Work**

The Contractor shall provide the Owner ~~and Architect~~ with access to the Work in preparation and progress wherever located.

**§ 9.14 Royalties, Patents and Copyrights**

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

**§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's Owner's~~ consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 10 — ARCHITECT**

~~§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.~~



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

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents; (2) known deviations from the most recent construction schedule submitted by the Contractor; and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of

the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, ~~and Contractor, and Architect~~, or by written Construction Change Directive signed by the Owner ~~and Architect~~. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner ~~and Architect~~, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. ~~The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment.~~ When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

~~§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.~~

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner ~~and Architect~~ promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the ~~Owner~~Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; ~~or~~ (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; ~~or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay,~~ then the Contract Time shall be extended for such reasonable time as ~~the Architect~~Owner may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the ~~Owner~~Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the ~~Architect~~Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### ~~§ 15.2 Control Estimate~~

~~§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.~~

### ~~§ 15.2.2 The Control Estimate shall include:~~

- ~~1 — the documents enumerated in Article 6, including all Modifications thereto;~~
- ~~2 — a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~
- ~~3 — a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;~~
- ~~4 — a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~5 — a list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

~~§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

~~§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.~~

~~§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.~~

### **§ 15.3 Applications for Payment**

~~§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect-Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless supplier unless such Work has been performed by others whom the Contractor intends to pay.~~

~~§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.~~

~~§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.~~

~~§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.~~

### **§ 15.4 Certificates for Payment**

~~§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.~~

~~§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the~~

Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

#### § 15.5 Progress Payments

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

§ 15.5.2 Neither the Owner nor Architect shall not have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

#### § 15.6 Substantial Completion

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

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect-Owner determines that the Work or designated portion thereof is substantially complete, the Architect-Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by

the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the ~~Owner and Contractor~~ for ~~their~~ its written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§ 15.7 Final Completion and Final Payment**

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ~~Architect-Owner~~ will promptly make such inspection and, when the ~~Owner-Architect~~ finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect-Owner shall make final payment in accordance with this agreement, will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.~~

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

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

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

§ 15.8 The Contractor expressly undertakes to defend the Owner, officers, directors and employees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens filed against the Work, the site of any of the Work, the Project site, and any improvements thereon, payments due the Contractor, or any portion of the Owner's property (collectively referred to in this Section 14.6 as "liens"). The Contractor hereby agrees to indemnify and hold the Owner and officers, directors and employees, harmless from and against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 15.9 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (i) issued by a surety acceptable to the Owner, (ii) in form and substance satisfactory to the Owner, and (iii) in an amount not less than two hundred (200) percent (200%) of such lien claim or such other amount as required by applicable law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 15.8, including, without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 15.10 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole and absolute discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payments so made.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner ~~or Architect~~ or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the ~~Owner and Architect or~~ Owner of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, ~~Architect, Architect's consultants, and agents~~ and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

§ 17.1.2

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «two million dollars» (\$ «2,000,000.00 ») each occurrence, « Two Million Dollars » (\$ «2,000,000.00 ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
2. personal and advertising injury;
3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. bodily injury or property damage arising out of completed operations; and
5. the Contractor's indemnity obligations under Section 9.15.

An excess/umbrella policy in the amount of \$2,000,000.00.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars » (\$ «1,000,000.00 « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such



coverage until the expiration of the period required by Section 17.1.1. The certificates will show the ~~Owner as Owner~~ as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. At Owner's request, the Contractor shall provide the Owner with complete copies of all required insurance policies.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, ~~the Architect, and the Architect's~~ the Owner's Consultants as Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the ~~Owner as Owner as~~ an additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, ~~and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.~~

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

§ 17.1.15 If Contractor should fail to purchase or maintain any of the insurance required under this Section 16, Owner shall be entitled to recover all damages arising from said failure, in addition to all other rights and remedies, even if Owner has itself obtained insurance to cover the same risks.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with

property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

#### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; ~~(2) the Architect and Architect's consultants;~~ and ~~(3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees,~~ for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. ~~The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors.~~ The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the ~~Architect and Contractor their~~ its just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the ~~Architect and Contractor~~ shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Contractor shall furnish a Performance Bond and Labor and Material Bond meeting all statutory requirements of the State of New York, in form and substance satisfactory to the Owner and, unless indicated otherwise by the Owner, complying with the following specific requirements:

- .1 Except as otherwise required by statute, the form and substance of such bond shall be satisfactory to the Owner in their sole judgment.
- .2 The Bond shall be executed by a responsible surety licensed in the State of New York acceptable to the Owner.
- .3 The Performance Bond and the Labor and Material Bond shall each be in an amount acceptable to the Owner.
- .4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the relevant power of attorney indicating the monetary limit of such power.
- .5 Every bond required by this Section 17.3.1 must display the surety's bond number.
- .6 A rider including the following provisions shall be attached to each bond:
  1. The surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived.

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

**ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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§ 18.4 Upon completion of any Work under or pursuant to this Section 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence solely with respect to any repairs and replacement to any part of the Work or other property that is damaged by the defective Work. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

**ARTICLE 19 MISCELLANEOUS PROVISIONS**

**§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

**§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located State of New York, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.~~

**§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect Owner timely notice of when and where tests and inspections are to be made so that the Architect Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

*(Name, address, email address and other information)*

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

*(Name, address, email address and other information)*

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

§ 19.7 Section 103-a of the General Municipal Law and 139-a of the State Finance Law of the State of New York, provides the following is sufficient ground for cancellation of contract by municipal corporations, fire districts and the State: head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of city agency which is empowered to compel the attendance of witnesses and examine them under oath.

In an investigation upon the refusal of a person, when called before a grand jury, to testify 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 municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September nineteen hundred sixty, 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 municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid."

§ 19.8 Pursuant to Sections 103-b of the General Municipal Law and 139-b of the State Financial Law of the State of New York, the following is sufficient disqualification to contract with Municipal corporations, fire districts and the State:

"Any person who, when called before a grand jury, head of 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 a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, 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 municipal corporation or fire district, or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal or until disqualification shall be removed..."

§ 19.9 Section 103-d of the General Municipal Law and Section 139-d of the State Finance Law of the State of New York refers to the statement of non-collusion in bids and proposals to political sub-divisions of the state, fire district and the state as follows:

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of

perjury, that to the best of knowledge and belief:

- (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 submit a bid for the purpose of restricting competition."

§ 19.10 Section 103-e of the General Municipal Law of the State of New York — Conspiracies prevent competitive bidding on public contracts:

1. A person or corporation who shall willfully, knowingly and with intent to defraud, make or enter into, or attempt to make or enter into, with any other person or corporation, a contract, agreement, arrangement or combination to submit a fraudulent or collusive bid; or to refrain from submitting a bona fide competitive bid, to any board, officer, agency, department, commission or other agency of the state or of a public corporation on a contract for public work or purchase which has been advertised for bidding, shall be guilty of a misdemeanor, and on conviction thereof shall, if a natural person, be punished by a fine not exceeding five thousand dollars (\$5,000.00) or by imprisonment for not longer than one (1) year, or by both such fine and imprisonment, and if a corporation by a fine not exceeding twenty thousand dollars (\$20,000.00). An indictment or information based upon a violation of any provision of this section must be found within three years after its commission."

§ 19.11 Any and all bids and contract made or awarded by the Owner or any public department, agency or official thereof for work or services performed or to be performed, or goods sold or to be sold, are made subject to the provisions of Laws of 1959 Chapter 605, as amended, Laws of 1963 Chapter 956, as amended, and Laws of 1965 Chapter 1031, said Laws as now contained or as may hereinafter be amended."

§ 19.12 Foreign Contractors: Foreign contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of the proposal for the performance of the Work. The certificate of the New York State Commissioner to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who are legal residents of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

§ 19.13 Liens: Attention of all persons making proposals is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and Section 25B of the Lien Law, as amended, in relation to funds being received by a Contractor for public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

Within five (5) days after receipt from the Owner of notice to begin work on the job, the Contractor will furnish to the Owner written notice of the names of all sub-contractors to be employed on the job and the general items of work to be done by them and shall also, to the extent indicated in the notice to begin work, furnish written notice of the names of suppliers of materials to be used on the job. The Owner may disapprove for good cause any subcontractors or

material supplier selected by the Contractor and shall give written notice of its disapproval, within five (5) days after receiving the names of the subcontractor or material suppliers, to the Contractor who shall thereupon promptly notify the Owner of the name of the sub-contractor or material supplier selected in replacement which shall again be subject to approval by the Owner.

§ 19.14 Labor Law/Municipal Law: The Contractor and every sub-contractor performing work at the site of the Project for which this Contract relates shall comply with the applicable provisions of the Labor Law and Municipal Law, as amended, of the State of New York.

§ 19.15 Legal Provisions Deemed Included: Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall read and be enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such an insertion.

**§ 19.16 Equal Opportunity**

§ 19.16.1 The Contractor shall maintain policies of employment as follows:

§ 19.16.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

§ 19.16.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religions, color, sex or national origin.

**19.17 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS.** Contractor acknowledges and agrees that the Work is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds. Contractor ensures that no costs of the Work will be sought for or reimbursed by other federal or state funding streams. Contractor is subject to the applicable provisions and requirements of the following documents, which are incorporated herein by reference, where Treasury issues exceptions or waivers to any of the federal requirements stated in the documents below, such exceptions and waivers shall automatically be incorporated by reference into this agreement and control over any conflicting provisions of this Agreement:

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- .1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)
- .2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

~~If the Architect fails to certify payment as provided in Section 15.1.1 for a period of 30 days through no fault of the Contractor, or if~~ If the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner ~~and the Architect~~, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, ~~and damages.~~

### § 20.2 Termination by the Owner for Cause

#### § 20.2.1 The Owner may terminate the Contract if the Contractor

1. ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, ~~upon certification by the Architect that sufficient cause exists to justify such action~~, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, ~~including compensation for the Architect's services and expenses made necessary thereby~~, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the ~~Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this Owner.~~ This obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed, ~~and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:~~  
*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

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## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, ~~including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect,~~ be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the ~~Architect or other party~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.



§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

**§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

Town of Duaneburg

OWNER (Signature)

CONTRACTOR (Signature)

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(Printed name and title)

(Printed name and title)

**EXHIBIT F**

**NYSDOL Prevailing Wage Rates**

**see attached**

## 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](http://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 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Schenectady County General Construction**

**Boilermaker** **08/01/2023**

**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	07/01/2023	01/01/2024
		Additional
Boilermaker	\$ 40.09	+ \$1.31*

(\* ) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour	
Journey person	\$25.95
	+ 1.49**

(\*\*) 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

1st	2nd	3rd	4th	5th	6th	7th	8th
19.35	19.35	20.29	21.23	22.17	23.13	24.06	25.01
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

(\*\*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

**Carpenter - Building** **08/01/2023**

**JOB DESCRIPTION** Carpenter - Building **DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

**WAGES**

Per hour:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Carpenter	\$ 35.30	\$ 1.25*	\$ 1.25*
Floor Coverer	35.30	1.25*	1.25*
Carpet Layer	35.30	1.25*	1.25*
Dry-Wall	35.30	1.25*	1.25*
Diver-Wet Day	61.25	0.00	0.00
Diver-Dry Day	36.30	1.25*	1.25*
Diver Tender	36.30	1.25*	1.25*

\*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the 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.

**SHIFT WORK**

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.42

**OVERTIME PAY**

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

**HOLIDAY**

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

**REGISTERED APPRENTICES**

**CARPENTER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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**PILEDRIVER/DOCK BUILDER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%*	70%*	75%*	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:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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**LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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**ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Alb

**Carpenter - Building / Heavy&Highway** **08/01/2023**

**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:	07/01/2023	07/01/2024
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 34.48	\$ 2.25*

\*To be allocated at a later date

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 26.30

**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 (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

**Carpenter - Heavy&Highway** **08/01/2023**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour	07/01/2023	07/01/2024
		Additional
Carpenter	\$ 41.32	\$ 4.00*



Piledriver	41.32	4.00*
Diver-Wet Day	66.32	4.00*
Diver-Dry Day	42.32	4.00*
Diver-Tender	42.32	4.00*

\*To be allocated at a later date.

**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 \$3.00 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 \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 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 \$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.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.75

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- 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.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

**REGISTERED APPRENTICES**

**CAPRENTER APPRENTICES**

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%
Supplemental Benefits per hour:				
\$ 18.37	\$ 18.92	\$ 20.97	\$ 21.52	\$ 22.07

**PILEDRIIVER/DOCKBUILDER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%
Supplemental Benefits per hour:			
\$ 18.37	\$ 18.92	\$ 21.52	\$ 22.07

**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 \$3.00 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 \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-291HH-Alb

**Electrician** **08/01/2023**

**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 Worchester

**WAGES**

Per hour

	07/01/2023	06/01/2024 Additional
Electrician	\$ 46.50	+ \$2.24*
Audio/Sound	46.50	+ \$2.24*
Video	46.50	+ \$2.24*
Tele-Data	46.50	+ \$2.24*
Solar/ Photovoltaic	46.50	+ \$2.24*

(\* ) To be allocated at later date.

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 & smokestacks 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	\$ 29.91 +3% of wage
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**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.

Apprentices indentured on or before 12/31/2018

\$29.91

Apprentices indentured on or after 01/01/2019

Supplemental Benefits per hour worked

0-12 month term	\$ 15.02**
2nd year term	24.19**
3rd year term	25.33**
4th year term	26.48**
5th year term	27.62**

(\*\*) Plus additional 3% of wage

1-236

**Elevator Constructor** **08/01/2023**

**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

	07/01/2023	01/01/2024
Mechanic	\$ 53.02	\$ 55.32
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2023	01/01/2024
Journeyman/Helper	\$ 37.335*	\$ 37.885*

(\*)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** **08/01/2023**

**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

07/01/2023

Glazier Base Wage \$ 32.16  
 Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

High Work Base Wage\*\*\* \$ 34.31  
 Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

(\*\*\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 22.65

Journeyman High Work \$ 28.30

**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 \$4.10 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 \$4.10 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 18.98
2nd-4th term	22.65
Apprentice High Work	
1st term	22.45
2nd-4th term	28.30

1-201

**Insulator - Heat & Frost** **08/01/2023**

**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	07/01/2023	05/01/2024 Additional
Asbestos Worker*	\$ 39.68	+ \$2.00**
Insulator*	39.68	
Firestopping Worker*	33.73	

(\* ) On Mechanical Systems only.  
 (\*\* ) To be allocated at later date.  
 On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

**SUPPLEMENTAL BENEFITS**  
 Per hour

Journey person	\$ 25.64
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**OVERTIME PAY**  
 See (\*B1, \*\*Q) on OVERTIME PAGE  
 \*B1=Double time begins after 10 hours on Saturday  
 \*\*Q=Triple time on Labor Day if worked.

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE  
 When a holiday falls on Sunday the following Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**  
 Wages per hour

one year terms at the following percentage of Journey person's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	\$ 25.64
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1-40

**Ironworker** **08/01/2023**

**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, 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**

<b>Wages</b>	07/01/2023
Per hour	
Ornamental	\$ 34.50
Reinforcing	34.50
Rodman	34.50
Structural & Precast	34.50
Mover/Rigger	34.50
Fence Erector	34.50
Stone Derrickman	34.50
Sheeter	34.75
Curtain Wall Installer	34.50
Metal Window Installer	34.50

**SUPPLEMENTAL BENEFITS**

Per hour

JOURNEYPERSON \$ 31.64

**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 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%
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**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2023
1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50
Supplemental Benefits per hour worked	
1st year	\$ 12.28
2nd year	24.30
3rd year	26.00
4th year	27.72

1-12

**Laborer - Building** **08/01/2023**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

**WAGES**

Per hour

	07/01/2023	07/01/2024
		Additional
Group #1:		
All Classifications	\$ 36.54	+ \$2.50*

except as noted in  
 Groups 2 & 3

Group #2:  
 Blaster, Drilling equipment  
 only where a separate air  
 compressor unit supplies power,  
 Metal formsetter (sidewalk),  
 Well pointing & Laser  
 operator \$ 37.04 + \$2.50\*

Group #3:  
 Handling of Asbestos  
 or Toxic Materials \$ 37.89 + \$2.50\*

(\*) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 23.46

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices \$ 23.46  
 07/01/2023

1-157

**Laborer - Heavy&Highway** **08/01/2023**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

**WAGES**

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and 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 Paver/Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2023	07/01/2024
Group # A	\$ 39.19	Additional + \$3.25*
Group # B	39.39	+ \$3.25*
Group # C	39.59	+ \$3.25*
Group # D	39.79	+ \$3.25*
Group # E	41.69	+ \$3.25*

(\*) To be allocated at later date.

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.90

**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 Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay .

**REGISTERED APPRENTICES**

Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices 07/01/2023 \$ 26.90

1-157h/h

**Laborer - Tunnel**

**08/01/2023**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

07/01/2023



Class 1	\$ 45.65
Class 2	47.65
Class 4	49.90
Class 5	41.15

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

All Government mandated irregular shift work Monday through Saturday is subject to Premium rate. All Government mandated irregular shift work that falls on Sunday is subject to double Premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 26.91
	+1.59*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

**OVERTIME PAY**

See (B, E, Q, V, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 15, 16, 25) 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**

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

**Lineman Electrician** **08/01/2023**

**JOB DESCRIPTION** Lineman Electrician **DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	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	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder, Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	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	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder, Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	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	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	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 %

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2023

05/06/2024

Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

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:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

**Lineman Electrician - Teledata 08/01/2023**

**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).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

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:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly 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 08/01/2023**

**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/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.  
 (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	49.32	50.54
Certified Welder	51.79	53.07
Digging Machine	44.39	45.49
Tractor Trailer Driver	41.92	42.96
Groundman, Truck Driver	39.46	40.43
Equipment Mechanic	39.46	40.43
Flagman	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%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked (but also required on non-worked holidays):

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

\*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:

	07/01/2023	05/06/2024
	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

08/01/2023

**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:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44

Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

\*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48 *plus 4.5% of the hourly wage paid	\$ 10.48 *plus 4.5% of the hourly wage paid

\* The 3% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q, X) 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**

08/01/2023

**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	07/01/2023
Bricklayer	\$ 40.24
Cement Mason(Bldg)	40.24
Plasterer/Fireproofing*	40.24
Pointer/Caulker/Cleaner	40.24
Stone Mason	40.24
Acid Brick	40.74

(\*)Fireproofing of Structural only.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 23.13
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

750 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 \$ 23.13

12-2b.1

**Mason - Building** **08/01/2023**

**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 07/01/2023

Tile/Marble/Terrazzo

Setter \$ 37.41  
 Finisher 29.14

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter \$ 21.83  
 Journeyman Finisher 18.87

**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

07/01/2023

Setter:  
 1st term 0-500 hrs \$ 12.98  
 2nd term 501-1500 hrs 12.98

3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83

**Finisher:**

1st term 0-500 hrs	\$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

**Mason - Heavy&Highway** **08/01/2023**

**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

07/01/2023

Mason &  
Bricklayer

\$ 41.46

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

\$ 21.98

**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	\$ 13.38
All Other	21.98

12-2hh.1

**Millwright** **08/01/2023**

**JOB DESCRIPTION** Millwright

**DISTRICT** 2

**ENTIRE COUNTIES**

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

**WAGES**

Per hour:

07/01/2023

07/01/2024

07/01/2025

Building  
Heavy & Highway

\$ 37.43  
40.43

Additional  
\$ 2.50\*  
3.00\*

Additional  
\$ 2.50\*  
2.50\*

\*To be allocated at a later date



**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 \$ 26.32

**OVERTIME PAY**

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

**HOLIDAY**

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

Wages per hour:

(1)year terms at the following percentage of Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 12.04
2nd term	22.04
3rd term	23.47
4th term	24.89

2-1163.1

**Millwright**

08/01/2023

**JOB DESCRIPTION** Millwright

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2023	07/01/2024	07/01/2025
Millwright - Power Generation	\$ 43.05	Additional \$ 2.50	Additional \$2.50

**NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):**

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 27.40\*

\*NOTE: Subject to OT premium

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

WAGES per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	22.75
Appr. 3rd year	24.30
Appr. 4th year	25.85

6-1163Power

**Operating Engineer - Building** **08/01/2023**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

CLASS A1\*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

**CLASS A:**

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

**CLASS B:**

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

**CLASS C:**

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

\*\*\* 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	07/01/2023	07/01/2024
Class A1*	\$ 50.93	\$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

**(\*) TONNAGE RATING PREMIUMS:**

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
Journeyman	\$ 31.30	\$32.40

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All terms	\$ 26.60	\$27.70

1-158 Alb

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

CLASSIFICATION A1\*: All Cranes

**CLASSIFICATION A:**

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (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 self-propelled), 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, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapei Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- 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**

	07/01/2023	07/01/2024
Class A1*	\$55.63	57.90
Class A	52.63	54.90
Class B	51.72	53.99
Class C	49.15	51.42

**(\*) TONNAGE RATING PREMIUMS:**

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00

Cranes from 65-110 tons, A1 rate plus \$1.50  
 Cranes from 0-64 Tons, A1 rate only  
 NOTE: Additional value subject to same premiums as shown for OT

-- Tower Cranes, A1 rate plus \$3.00  
 -- Cranes in Luffer Configuration, A1 rate plus \$5.00  
 -- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00  
 NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
Journey person	\$ 31.50	\$ 32.60

**OVERTIME PAY**  
 See (B, E, Q) on OVERTIME PAGE

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

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

**REGISTERED APPRENTICES**

Wages per hour  
 1000 hours terms at the following percentage of Journey person's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked  
 07/01/2023 07/01/2024

All Terms	\$ 26.25	\$27.10
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1-158H/H A1b

**Operating Engineer - Survey Crew 08/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
 Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:  
**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.  
 Instrument Person - One who operates the surveying instruments.  
 Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 49.47
Instrument Person	45.49
Rod Person	33.87

Additional \$3.00/hr. for Tunnel Work  
 Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 28.90
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**OVERTIME PAY**

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$24.60/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:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer 08/01/2023**

**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.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

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 \$ 28.90

**OVERTIME PAY**

See (B, E, Q, \*X) on OVERTIME PAGE

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	\$ 23.70 / " 19.95
2001-3000	\$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

**Operating Engineer - Tunnel**

08/01/2023

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

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

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

**WAGES**

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

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

**CLASS C:** A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); 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:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.43
CLASS B	52.30	54.89	57.21
CLASS C	49.51	51.90	54.42
CLASS D	46.50	48.89	51.41

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.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 57.52	\$ 59.51	\$ 62.03
Crane 2	56.52	58.91	61.43
Crane 3	55.52	57.91	60.43

**SUPPLEMENTAL BENEFITS**

Per hour:			
	\$ 24.20	\$ 25.05	\$ 25.55
	+ 9.60*	+ 9.60*	+ 9.60*

\* 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** **08/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2023

05/01/2024



Painter/Wallcovers	\$ 31.19**	Additional \$ 1.50***
Drywall Finishers	31.19**	\$ 1.50***
Spray Rate	31.19**	\$ 1.50***
Structural Steel*	32.19**	\$ 1.50***
Lead Abatement	32.19**	\$ 1.50***
Lead Abatement on Structural Steel	33.19**	\$ 1.50***

(\*) Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.  
 (\*\*) Plus Additional \$1.25 per hour not subject to Overtime/Premiums  
 (\*\*\*) To be allocated at later date.

Bridge Painter  
 See Bridge Painter rates for the following work:  
 All Bridges and Tanks

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 19.85

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS \$1.00 TO APPLICABLE RATE\*

\*Additional \$1.00 is Not Subject to Overtime

**HOLIDAY**

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

Note: If the holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hour terms at the following percentage of Journey person's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms \$ 19.85

1-201-P

**Painter - Bridge & Structural Steel 08/01/2023**

**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:	07/01/2023	10/01/2023
	\$ 54.50	+ 3.10
	+ 10.10*	

ADDITIONAL \$6.50 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:

\$ 11.78  
+ 30.85\*

\* 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

1st year \$ 21.80  
+ 4.04

2nd year \$ 32.70  
+ 6.06

3rd year \$ 43.60  
+ 8.08

Supplemental Benefits - Per hour:

1st year \$ .90  
+ 12.34

2nd year \$ 7.07  
+ 18.51

3rd year \$ 9.42  
+ 24.68

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**08/01/2023**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway): 07/01/2023  
 Striping-Machine Operator\* \$ 31.53

Linerman Thermoplastic 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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:  
 Striping Machine Operator: \$ 10.03  
 Linerman Thermoplastic: 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:

1st Term: \$ 15.00  
 2nd Term: 18.92  
 3rd Term: 25.22

Supplemental Benefits per hour:

1st term: \$ 9.16  
 2nd Term: 10.03  
 3rd Term: 10.03

8-1456-LS

**Painter - Metal Polisher 08/01/2023**

**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**

07/01/2023  
 Metal Polisher \$ 38.18  
 Metal Polisher\* 39.28  
 Metal Polisher\*\* 42.18

\*Note: Applies on New Construction & complete renovation  
 \*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Journeyworker:  
 All classification \$ 12.34

**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:

	07/01/2023
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	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber**

**08/01/2023**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

**PARTIAL COUNTIES**

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

**WAGES**

Per hour:

	07/01/2023	05/01/2024 Additional
Plumber:		
Pipefitter, Steamfitter	\$ 50.68	+ \$2.90*

(\*) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 28.16
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**OVERTIME PAY**

See (B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on 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 wage rate.

1st	2nd	3rd	4th	5th
\$ 23.22	\$ 28.21	\$ 33.20	\$ 38.20	\$ 45.69

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms \$ 28.16

Apprentices Indentured on or after May 1st, 2019

Terms 1-4 22.90  
Terms 5 28.16

1-7-SF

**Roofer** **08/01/2023**

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2023

Roofer/Waterproofer \$ 35.05  
Asphalt Cold Process 35.55  
Fluid Applied Roof 35.55  
Pitch & Asbestos 37.05

**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 \$ 23.02

**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% + \$3.00  
1500 hrs.

2nd Term 74% + \$3.00  
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 \$ 18.44  
2nd Term 18.87  
3rd Term 22.35

1-241

**Sheetmetal Worker** **08/01/2023**

**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	07/01/2023	06/01/2024
Sheetmetal Worker	\$ 37.73	Additional + \$2.50*

(\* ) To be allocated at later date.

All work requiring HAZWOPER Training additional \$1.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour	
Journeyman	\$ 36.64

**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	\$ 20.84
2nd term	22.61
3rd term	23.50
4th term	24.39
5th term	23.04
6th term	24.20
7th term	26.14
8th term	28.07
9th term	30.00
10th term	31.93

Supplemental Benefits per hour

1st term	\$ 22.65
2nd term	23.26
3rd term	23.57
4th term	24.02
5th term	30.91
6th term	31.37
7th term	32.11
8th term	32.87
9th term	33.63
10th term	34.38

1-83

**Sprinkler Fitter** **08/01/2023**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Saratoga, Schenectady, Warren

**WAGES**

Per hour	07/01/2023
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Sprinkler \$ 42.73  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 26.47

**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
\$ 19.57	\$ 21.74	\$ 23.66	\$ 25.84	\$ 28.01	\$ 30.19	\$ 32.36	\$ 34.53	\$ 36.71	\$ 38.88

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57

1-669-3

**Teamster - Building 08/01/2023**

**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

07/01/2023 07/01/2024

Group A	\$ 30.62	\$ 32.13
Group B	30.92	32.43

**SUPPLEMENTAL BENEFITS**

Per hour 07/01/2023 07/01/2024

Journey person \$ 28.74 \$ 29.58

**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 08/01/2023**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**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 Worcester.

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	07/01/2023	07/01/2024
Group #1	\$ 37.59	\$ 39.75
Group #2	37.65	39.81
Group #3	37.74	39.90
Group #4	37.87	40.03
Group #5	38.03	40.19

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.13	\$28.97
+\$1.00 per*	+\$1.00 per*
hour worked	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** **08/01/2023**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2023

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

**Schenectady County Residential**

**Laborer - Residential** **08/01/2023**

**JOB DESCRIPTION** Laborer - Residential

**DISTRICT 1**

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

**WAGES**

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

Per hour

07/01/2023

Laborer \$ 27.41

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 23.46

**OVERTIME PAY**

See (B, \*H) on OVERTIME PAGE

\*Double Time on Labor Day

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

1000 Hour terms at the following percentage of Journeyman's building wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices \$ 23.46

1-157r

**Mason - Residential** **08/01/2023**

**JOB DESCRIPTION** Mason - Residential

**DISTRICT 12**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour

07/01/2023

Bricklayer \$ 24.20

Cement Mason 24.20

Plasterer 24.20

Point/Caulk/Clean 24.20

Acid Brick 24.20

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 11.94

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

12-2r.z1

**Mason - Tile Setter & Finisher - Residential**

08/01/2023

**JOB DESCRIPTION** Mason - Tile Setter & Finisher - Residential

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour 07/01/2023  
Tile/Marble/Terrazzo

Setter \$ 23.80  
Finisher 19.08

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter \$ 8.15  
Journeyman Finisher 8.03

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

12-2TSFr

**Operating Engineer - Residential**

08/01/2023

**JOB DESCRIPTION** Operating Engineer - Residential

**DISTRICT** 1

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 then north along Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Route 44 and along Route 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

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

Per hour 07/01/2023  
Journeyman

All Classifications \$ 46.52

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person  
All Classifications \$ 23.62

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

1-158r Alb

**Sprinkler Fitter - Residential**

**08/01/2023**

**JOB DESCRIPTION** Sprinkler Fitter - Residential

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Saratoga, Schenectady, Warren

**WAGES**

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

Per hour  
07/01/2023

Sprinkler \$ 32.54  
Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.47

**OVERTIME PAY**

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

1-669-3r

**Teamster - Residential**

**08/01/2023**

**JOB DESCRIPTION** Teamster - Residential

**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**

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

**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  
07/01/2023

Group # A \$ 22.97

Group # B 23.19

**SUPPLEMENTAL BENEFITS**

Per hour \$ 28.74

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (\*5, 6) on HOLIDAY PAGE

\*Labor Day, if worked, shall be paid at double time rate

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294r

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- 
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
  - ( T ) Triple the hourly rate for Holidays
  - ( U ) Four times the hourly rate for Holidays
  - ( V ) Including benefits at SAME PREMIUM as shown for overtime
  - ( W ) Time and one half for benefits on all overtime hours.
  - ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday



( 29 )      Juneteenth

**Town of Duanesburg Town Board  
RESOLUTION NO. - 2023**

**September 14, 2023**

**WHEREAS**, the Town is required to do annual testing on the chemical bulk storage tanks at Sewer District No. 1; and

**WHEREAS**, PrimeAE has performed the annual testing for us in the past; and

**WHEREAS**, the Town Board needs to contract with PrimeAE to continue to do the Annual Reports and 5-year Chemical Bulk Storage Spill Prevention Report for Duanesburg/Delanson Sewer District No. 1 Wastewater Treatment Plant; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves the PrimeAE contract and authorizes the Town Supervisor to execute the attached PrimeAE Contract.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of September 14, 2023

\_\_\_\_\_  
William Wenzel, Supervisor

\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present:  
Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Francis Potter	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain



**Albany Office**  
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203  
P: 1.833.723.4768

September 13, 2023

Chris Parslow, Town Planner  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

**Re: Town of Duanesburg  
Duanesburg/Delanson Sewer District No. 1  
Annual & 5-Year CBS Inspection & Report  
Proposal for Engineering Services**

Dear Mr. Parslow:

We are pleased to provide this proposal for engineering services to prepare the Annual and 5-Year Chemical Bulk Storage Spill Prevention Report for the Duanesburg/Delanson Sewer District #1 WWTP. We propose the following scope of engineering services:

- A. Base Services
1. PRIME AE will perform a site inspection of the chemical bulk storage tank and chemical transfer area this fall. The Town shall provide access to the wastewater treatment plant.
  2. As the more in-depth 5-Year Inspection is due in 2023, PRIME AE will obtain a price quote from at least two firms that perform the tank wall and pipe thickness testing and make a recommendation to the Town of which firm to hire. The costs of the testing will be paid directly to the testing firm by the Town.
  3. PRIME AE will discuss any operational changes that may have occurred during the year with the plant operator and take photos of the facilities.
  4. The Town will supply copies of the daily visual tank inspection logs and a copy of the current tank registration certificate to PRIME AE.
  5. PRIME AE will prepare the Annual Report and provide three (3) bound copies to the Town. The Town Supervisor shall sign the certification page and submit this page along with the report cover and table of contents to NYSDEC.

B. Fee

We propose to provide the aforementioned services for a lump fee not to exceed **\$3,900.00**, which will be billed monthly on a percentage complete basis.

- C. Exceptions and Limitations – Town to pay testing firm directly.



D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me. We appreciate the opportunity to provide engineering services for the Town of Duanesburg. Thank you for considering us for this work, and if you have any questions or need anything further, please contact me at your convenience.

Sincerely,

**KB Group of NY, Inc. dba PRIME AE Group of NY**

A handwritten signature in blue ink that reads "Douglas P. Cole".

Douglas P. Cole, P.E.  
Senior Director of Engineering

Enclosure: Standard Terms & Conditions



AGREED TO BY TOWN OF DUANESBURG:

AGREED TO BY KB GROUP OF NY, INC. DBA  
PRIME AE GROUP OF NY:

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William Wenzel, Supervisor

*Douglas P Cole*

---

Douglas P. Cole, PE – Senior Director of  
Engineering - NY

DATE:

---

DATE: 9/13/2023

---

**1. General.** These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

**2. Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

**3. Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

**4. Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

**5. Compensation.** Fees are quoted for present calendar year and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE. The Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices terms are net cash, due and payable upon receipt of invoice. Full payment of all invoices will be due before release of final deliverables. The Client shall notify PRIME AE in writing of any disputed amount within seven (7) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, upon written notice to Client, suspend services under this Agreement. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of services or delivery of any deliverables. In the event PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein, Client agrees to pay reasonable attorney's fees and court costs incurred by PRIME AE to collect outstanding fees.

**6. Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance

certificates to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

**7. Confidentiality.** PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

**8. Ownership of Documents.** All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a written specific use license. Any reuse or distribution of Instruments to third parties, without such express written specific use license will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from use without a written special use license. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

**9. Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than thirty (30) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, or acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed as of the date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify, defend and hold PRIME AE harmless from any claim or liability resulting from any suspension or termination.

**10. Force Majeure.** Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, cyber-attacks, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its

personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

**11. Mutual Waiver of Consequential Damages.**

Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

**12. Design Services During Construction (DSDC).**

If PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as set forth in PRIME AE's proposal, PRIME AE will review (or take other appropriate action with respect to) shop drawings,

samples, and other data which PRIME AE's proposal and scope of services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from PRIME AE, PRIME AE shall be entitled to additional compensation at its standard rates and fees.

**13. Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, including for Client to obtain financing, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty, or agree to terms that are in conflict with these ST&C.

**14. Reliance.** PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, defend and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section 14.

**15. Opinion of Probable Costs.** When required as part of its scope of services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not





guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment in accordance with the Standard of Care. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. **Limitation of Liability.** Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project and an estimated total fee for PRIME AE's scope of services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' parent company, officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's scope of services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, regulatory fines or court judgments shall be limited to <sup>the</sup> an amount of ~~\$50,000 or PRIME AE's fee, whichever is greater.~~ PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these ST&C by an authorized representative of PRIME AE.

17. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding

mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Precedence.** These ST&C shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. **Severability.** If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. **Survival.** These ST&C shall survive the completion of PRIME AE's services on the project and the suspension or termination of services for any cause.

21. **Governing Law.** The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. **Assignment.** No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

PRIME AE's insurance coverage set forth in section 6 of these Standard Conditions.

DPC