

Town of Warwick  
Orange County, New York

Town Hall  
132 Kings Highway  
Warwick, NY 10990

---

**Project Manual**

**Town of Warwick**

**Ball Road Precast Concrete Structure**

February 2025

Prepared by:

**Henningson, Durham & Richardson  
Architecture and Engineering, P.C.**

50 Tice Boulevard, Suite 210  
Woodcliff Lake, New Jersey 07677

This page intentionally left blank.

## Table of Contents

| <u>Item</u>                                                            | <u>Page</u> |
|------------------------------------------------------------------------|-------------|
| Instructions to Bidder.....                                            | 1 of 207    |
| <br><u>Bid Package</u>                                                 |             |
| Bid Form.....                                                          | 11 of 207   |
| Agreement.....                                                         | 16 of 207   |
| Certification of Federal Aid Contracts.....                            | 25 of 207   |
| Disclosure of Lobbying Activities.....                                 | 27 of 207   |
| Statement of Non-Collusion.....                                        | 29 of 207   |
| Disadvantaged Business Enterprise Utilization Requirements.....        | 31 of 207   |
| Certification of Non-Segregated Facilities.....                        | 33 of 207   |
| Certification of Limited Foreign Involvement.....                      | 35 of 207   |
| Buyer's Acknowledgment of Receipt of Goods.....                        | 37 of 207   |
| Buyer's Notice Regarding Conformity of Goods and Special Services..... | 38 of 207   |
| General Conditions.....                                                | 39 of 207   |
| Supplementary Conditions.....                                          | 81 of 207   |
| Prevailing Wage Rates (New York State).....                            | 89 of 207   |
| Prevailing Wage Rates (Federal).....                                   | 140 of 207  |
| Performance Bond.....                                                  | 169 of 207  |
| Payment Bond.....                                                      | 173 of 207  |
| <br><u>Attachments</u>                                                 |             |
| Attachment 1: Subsurface Soil Logs and Geotechnical Report.....        | 177 of 207  |

This page is intentionally blank.

# INSTRUCTIONS TO BIDDERS FOR PROCUREMENT CONTRACTS

## TABLE OF CONTENTS

|                                                                       | Page |
|-----------------------------------------------------------------------|------|
| Article 1— Defined Terms .....                                        | 1    |
| Article 2— Procurement Bidding Documents.....                         | 1    |
| Article 3— Qualifications of Bidders.....                             | 1    |
| Article 4— Site Visit; Pre-Bid Conference .....                       | 1    |
| Article 5— Interpretations and Addenda .....                          | 2    |
| Article 6— Bid Security .....                                         | 2    |
| Article 7— Procurement Contract Times.....                            | 3    |
| Article 8— Liquidated Damages .....                                   | 3    |
| Article 9— Confidentiality of Bid Information .....                   | 3    |
| Article 10— “Or-Equal” Items.....                                     | 4    |
| Article 11— Preparation of Bid.....                                   | 5    |
| Article 12— Basis of Bid; Comparison of Bids.....                     | 5    |
| Article 13— Submittal of Bid .....                                    | 6    |
| Article 14— Modification or Withdrawal of Bid .....                   | 6    |
| Article 15— Opening of Bids.....                                      | 6    |
| Article 16— Bids to Remain Subject to Acceptance .....                | 7    |
| Article 17— Evaluation of Bids and Award of Procurement Contract..... | 7    |
| Article 18— Bonds and Insurance .....                                 | 7    |
| Article 19— Signing of Procurement Agreement .....                    | 7    |
| Article 20— Sales and Use Taxes .....                                 | 8    |
| Article 21— Procurement Contract to be Assigned.....                  | 8    |
| ARTICLE AA—Procurement Contract to be Assigned .....                  | 8    |
| ARTICLE BB—Bidder’s Acknowledgments .....                             | 8    |
| ARTICLE CC—Miscellaneous .....                                        | 8    |

# INSTRUCTIONS TO BIDDERS FOR PROCUREMENT CONTRACT

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. *Issuing Office*—The office from which the Procurement Bidding Documents are to be issued and where the bidding procedures are to be administered.

## ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

- 2.01 Bidder may obtain complete sets of the Procurement Bidding Documents, in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid, from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Procurement Bidding Documents in good condition within 30 days after opening of Bids. Bidders must obtain a complete set of the Procurement Contract Documents as listed in the Procurement Agreement.
- 2.02 Bidder must use a complete set of the Procurement Bidding Documents in preparing the Bid; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Bidding Documents.
- 2.03 Buyer and Engineer make copies of Procurement Bidding Documents available on the above terms only for obtaining Bids for furnishing Goods and Special Services, and do not authorize or confer a license for any other use.

## ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.
- 3.02 Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Bidder shall submit a qualifications statement with the Bid, including financial data and documentation of previous experience providing comparable goods and services, to demonstrate Bidder's qualifications to furnish the specified Goods and Special Services.

## ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE

- 4.01 Buyer recommends that Bidder visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site

conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through Engineer.

- 4.02 A pre-bid conference will not be held for this procurement.
- 4.03 A non-mandatory pre-bid conference will be held at the time and location indicated in the advertisement or invitation to bid.
- 4.04 A mandatory pre-bid conference will be held at the time and location indicated in the advertisement or invitation to bid. Attendance at this pre-bid conference is a requirement to be qualified to submit a Bid. Bids will not be accepted from Bidders that do not attend the conference. It is the Bidder's responsibility to sign in at the pre-bid conference, under the name in which a Bid is to be submitted, to verify attendance.
- 4.05 Interpretations or clarifications considered necessary by Engineer in response to questions arising at the pre-bid conference will be issued by Addenda delivered to all parties recorded by Engineer as having received the Procurement Bidding Documents. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.

#### **ARTICLE 5—INTERPRETATIONS AND ADDENDA**

- 5.01 All questions about the meaning or intent of the Procurement Bidding Documents are to be submitted to Engineer in writing at:

HDR Engineering, Inc.  
50 Tice Blvd, Suite 210  
Woodcliff Lake, New Jersey 07677  
Attn: Laura Barca, PE  
Laura.Barca@hdrinc.com

- 5.02 Interpretations or clarifications considered necessary by Engineer in response to such written questions will be issued by Addenda mailed or delivered to all parties recorded as having received the Procurement Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 5.03 Addenda may be issued to clarify, correct, or change the Procurement Bidding Documents as deemed advisable by Buyer or Engineer.

#### **ARTICLE 6—BID SECURITY**

- 6.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 5.01 of the General

Conditions. Such Bid bond will be issued in the form included in the Procurement Bidding Documents.

- 6.02 The Bid security of the apparent Successful Bidder will be retained until Buyer (Project Owner) awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Owner) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.
- 6.03 The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Procurement Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 6.04 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 7—PROCUREMENT CONTRACT TIMES**

- 7.01 See applicable provisions in the Procurement Agreement.

#### **ARTICLE 8—LIQUIDATED DAMAGES**

- 8.01 Any provisions for liquidated damages, such as those for Seller's failure to attain a specified Milestone such as the delivery of the Goods, are set forth in the Procurement Agreement.

#### **ARTICLE 9—CONFIDENTIALITY OF BID INFORMATION**

- 9.01 Confidential information is information in the Bid, or in documents submitted by Bidder with the Bid or submitted subsequent to the opening of Bids in support of the Bid, that Bidder clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Bids will be opened and accompanying documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- 9.02 Bidder shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.
- 9.03 If Buyer is requested to disclose confidential information, becomes legally compelled to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by these Procurement Bidding Requirements, Buyer will provide Bidder with prompt notice so Bidder may seek a protective order or other appropriate remedy. Bidder will be solely responsible for submitting to the regulatory body, governing agency, or controlling

authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.

- 9.04 Buyer's obligations with respect to confidential information are nullified by the following exceptions:
- A. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
  - B. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the date of Bid submittal;
  - C. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
  - D. Buyer concludes in good faith that the information is not confidential, or that disclosure is required or justified; or
  - E. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.
- 9.05 Notwithstanding any other provision of the Procurement Bidding Documents, it is stipulated and agreed that by accepting a Bid, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

#### **ARTICLE 10—"OR-EQUAL" ITEMS**

- 10.01 The Procurement Contract, if awarded, will be based on material and equipment specified in the Procurement Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Procurement Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Procurement Contract. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the Procurement Specifications.
- 10.02 The Procurement Contract, if awarded, will be based on materials and equipment specified or described in the Procurement Bidding Documents. Bidders may propose "or equal" materials and equipment, which if approved by Engineer will be identified by Addendum. The materials and equipment described in the Procurement Bidding Documents establish a standard of required type, function, and quality to be met by any proposed "or-equal" item. No item of material or equipment will be considered by Engineer as an "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer no later than 15 days after the advertisement or invitation to bid is first issued. Each such request shall conform to the requirements of Paragraph 7.04 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed

item as an equal will be final. Bidders shall not rely upon approvals unless set forth in an Addendum. Send requests to **the same address listed for receipt of Bids.**

#### **ARTICLE 11—PREPARATION OF BID**

- 11.01 The Bid Form is included with the Procurement Bidding Documents. Additional copies of Procurement Bidding Documents may be obtained from the Issuing Office.
- 11.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each item in the Bid Form. In the case of optional alternates, the words “No Bid” may be entered.
- 11.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.
- 11.04 Bidder shall:
  - A. Sign the Bid Form as indicated in the Bid Form.
  - B. Include evidence of authority to sign.
  - C. Provide information on the individual to be contacted for any communications regarding the Bid.
  - D. Provide evidence of the Bidder’s authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
- 11.05 The responsibilities of each Bidder submitting a Bid are described in the Bidder’s representations and certifications set forth in Article 6 of the Bid Form.

#### **ARTICLE 12—BASIS OF BID; COMPARISON OF BIDS**

- 12.01 *Lump Sum*
  - A. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.
  - B. The apparent low Bid will be determined on the basis of the lump sum bid amount.
- 12.02 *Buyer’s Contingency Allowance*
  - A. If Buyer has stipulated a Buyer’s Contingency Allowance in the Bid Form, such Buyer’s Contingency Allowance is the same for all Bidders and is not a factor in determining the apparent low Bid.

## **ARTICLE 13—SUBMITTAL OF BID**

- 13.01 Bidder shall refer to the **advertisement** for specific identification of the date, time, and place where Bids are to be submitted.
- 13.02 Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of Article 4 of the Bid Form.
- 13.03 A Bid must be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. Submit the Bid in an envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder. Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Eileen Astorino, Town of Warwick Town Clerk, 132 Kings Highway, Warwick, New York 10990.
- 13.04 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. Owner accepts no responsibility for delays in returning Bids submitted or delivered to the incorrect location.

## **ARTICLE 14—MODIFICATION OR WITHDRAWAL OF BID**

- 14.01 A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 14.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.

## **ARTICLE 15—OPENING OF BIDS**

- 15.01 Bids will be publicly opened at the time and place indicated in the advertisement or invitation to bid and read aloud, unless obviously non-responsive. An abstract of the amounts of the Base Bids

and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

#### **ARTICLE 16—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 16.01 All Bids will remain subject to acceptance for the period stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 17—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT**

- 17.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.
- 17.02 Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 In evaluating Bids, Buyer will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 17.04 If Buyer awards the Procurement Contract, such award will be to the responsible Bidder submitting the lowest responsive Bid.

#### **ARTICLE 18—BONDS AND INSURANCE**

- 18.01 Article 5 of the General Conditions and Article 5 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

#### **ARTICLE 19—SIGNING OF PROCUREMENT AGREEMENT**

- 19.01 When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Agreement along with the other Procurement Contract Documents identified in the Procurement Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Contract Documents to Buyer. Within 10 days thereafter, Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together

with printed and electronic copies of the Procurement Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### ARTICLE 20—SALES AND USE TAXES

- 20.01 Buyer is exempt from **New York** state sales and use taxes on materials and equipment to be incorporated in the Project. Exempt taxes must not be included in the Bid. Refer to P-800, Paragraph SC-7.05 for additional information.

#### ARTICLE 21—PROCUREMENT CONTRACT TO BE ASSIGNED

- 21.01 Bidder's attention is directed to the provisions of Article 5 of the Procurement Agreement which provide for the assignment of the Procurement Contract to a construction contractor designated by the Buyer to construct the **Ball Road Precast Concrete Structure**. Successful Bidder (Seller) will be required to perform the Procurement Contract after it has been assigned to the construction contractor (Contractor Assignee) in accordance with the provisions in the Procurement Contract. Timing of the assignment is addressed in the Procurement Agreement. Forms documenting the assignment of the Procurement Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Procurement Agreement.

#### ARTICLE AA—PROCUREMENT CONTRACT TO BE ASSIGNED

- AA.01 Owner as "Buyer" **will execute** a procurement contract with "Seller" for the procurement of goods and special services for **Ball Road Precast Concrete Structure**. The materials and equipment to be provided through the procurement contract are to be furnished and delivered to the Site **as determined by the Town of Warwick** for installation by Contractor. Owner will assign said procurement contract to Contractor as set forth in the Agreement. Contractor will accept the assignment, as Buyer (Contractor/Assignee), and will be responsible to Owner for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor.
- AA.02 Bidders may examine the contract documents for the procurement of goods and special services for **Ball Road Precast Concrete Structure** at **Town of Warwick Town Hall, Clerks Office, 132 Kings Highway, Warwick, New York 10990**.

#### ARTICLE BB—BIDDER'S ACKNOWLEDGMENTS

- BB.01 Bidder acknowledges the provisions of the Agreement as to the assignment of the specified contract for procurement of goods and special services for **Ball Road Precast Concrete Structure**.

#### ARTICLE CC—MISCELLANEOUS

- CC.01 The contract between Owner as "Buyer" and as "Seller" for procurement of goods and special services ("Procurement Contract") for **Ball Road Precast Concrete Structure** **will be** assigned to Contractor by Owner, and Contractor **will accept** such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.
- CC.02 This assignment will occur on **the Effective Date of the Agreement** and will relieve the Owner as Buyer from all further obligations and liabilities under the Procurement Contract. Contractor, as Buyer (Contractor/Assignee) following assignment, will assume full responsibility to Owner for the

performance of obligations by Seller, which will be Contractor's Subcontractor or Supplier. Notwithstanding this assignment, all performance guarantees and warranties required by the Procurement Contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor. Except as noted in the Procurement Contract, all rights, duties, and obligations of Engineer to Buyer and Seller under the Procurement Contract will cease upon assignment.

CC.03 A copy of the assigned Procurement Contract is attached.

# BID FORM FOR PROCUREMENT CONTRACT

## TABLE OF CONTENTS

|                                                              | <b>Page</b> |
|--------------------------------------------------------------|-------------|
| Article 1— Buyer and Bidder .....                            | 1           |
| Article 2— Basis of Bid.....                                 | 1           |
| Article 3— Time of Completion .....                          | 1           |
| Article 4— Attachments to this Bid .....                     | 2           |
| Article 5— Bidder’s Acknowledgments .....                    | 2           |
| Article 6— Bidder’s Representations and Certifications ..... | 2           |

# BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—BUYER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Warwick Town Hall, Clerks Office, 132 Kings Highway, Warwick, New York 10990.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

## ARTICLE 2—BASIS OF BID

### 2.01 *Lump Sum Bids*

- A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):

1. Lump Sum Bid Price (single or multiple Lump Sum)

|                    |    |
|--------------------|----|
| Lump Sum Bid Price | \$ |
|--------------------|----|

### 2.02 *Buyer's Contingency Allowance*

- A. The Bid Price is supplemented by the following Buyer's Contingency Allowance, as described in the General Conditions, Paragraph 11.06:

|                               |    |
|-------------------------------|----|
| Buyer's Contingency Allowance | \$ |
|-------------------------------|----|

### 2.03 *Total Bid Price*

- A. The following Total Bid Price is the sum of the Lump Sum Bid Price from Paragraph 2.01, and the Buyer's Contingency Allowance. The Total Bid Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price and Buyer's Contingency Allowance adjustments.

|                 |    |
|-----------------|----|
| Total Bid Price | \$ |
|-----------------|----|

## ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.
- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

#### **ARTICLE 4—ATTACHMENTS TO THIS BID**

- 4.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form prescribed in the Instructions to Bidders.
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
  - C. Required Bidder Qualification Statement with supporting data.

#### **ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS**

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.

#### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents that:
  - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
  - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
  - 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
  - 4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
  - 5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
  - 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
  - 7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

## 6.02 *Bidder's Certifications*

### A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:

Bidder:

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

Phone:

Email:

License No.:

Classification:

Limitation:

# **AGREEMENT BETWEEN BUYER AND SELLER** **FOR PROCUREMENT CONTRACT** **TABLE OF CONTENTS**

|                                                                                    | Page |
|------------------------------------------------------------------------------------|------|
| Article 1— Procurement Contract .....                                              | 1    |
| 1.01 <i>Goods and Special Services</i> .....                                       | 1    |
| 1.02 <i>The Project</i> .....                                                      | 1    |
| 1.03 <i>Engineer</i> .....                                                         | 1    |
| 1.04 <i>Point of Destination</i> .....                                             | 1    |
| Article 2— Procurement Contract Times.....                                         | 1    |
| 2.01 <i>Time of the Essence</i> .....                                              | 1    |
| 2.02 <i>Schedule of Procurement Contract Times</i> .....                           | 1    |
| 2.03 <i>Shop Drawings and Samples</i> .....                                        | 2    |
| 2.04 <i>Liquidated Damages</i> .....                                               | 2    |
| Article 3— Procurement Contract Price .....                                        | 2    |
| 3.01 <i>Procurement Contract Price and Total Price—Based on Attached Bid</i> ..... | 2    |
| Article 4— Payment Procedures.....                                                 | 2    |
| 4.01 <i>Submittal and Processing of Applications for Payment</i> .....             | 2    |
| 4.02 <i>Progress Payments; Final Payment</i> .....                                 | 2    |
| Article 5— Assignment of Procurement Contract .....                                | 3    |
| 5.01 <i>Assignment of Contract</i> .....                                           | 3    |
| Article 6— Procurement Contract Documents.....                                     | 3    |
| 6.01 <i>List of Procurement Contract Documents</i> .....                           | 3    |
| Article 7— Seller’s Representations and Certifications .....                       | 4    |
| 7.01 <i>Seller’s Representations</i> .....                                         | 4    |
| 7.02 <i>Seller’s Certifications</i> .....                                          | 5    |
| Article 8— Confidentiality .....                                                   | 5    |
| 8.01 <i>Confidential Information</i> .....                                         | 5    |
| 8.02 <i>Disclosure of Confidential Information</i> .....                           | 6    |
| 8.03 <i>Waiver of Immunity</i> .....                                               | 6    |
| Article 9— Mutual Waiver .....                                                     | 6    |
| 9.01 <i>Mutual Waiver of Consequential Damages</i> .....                           | 6    |

# AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **Town of Warwick** ("Buyer") and ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

## ARTICLE 1—PROCUREMENT CONTRACT

### 1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: **precast culvert as specified in Contract Documents.**

### 1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **Pumpkin Hill Road Precast Concrete Structure.**

### 1.03 *Engineer*

- A. Buyer has retained **HDR Engineering, Inc** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

### 1.04 *Point of Destination*

- A. The Point of Destination is designated as: **Pumpkin Hill Road, Warwick, NY 10990** (near New York State Route 17A).

## ARTICLE 2—PROCUREMENT CONTRACT TIMES

### 2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

### 2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

| Milestone            | Date or Days                         | Notes |
|----------------------|--------------------------------------|-------|
| Submit Shop Drawings | Week of April 7 <sup>th</sup> , 2025 |       |

---

Exhibit B—Surety's Consent to Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

Copyright© 2019 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 2 of 9

|                                                  |                                     |  |
|--------------------------------------------------|-------------------------------------|--|
| Deliver acceptable Goods to Point of Destination | Week of May 12 <sup>th</sup> , 2025 |  |
|--------------------------------------------------|-------------------------------------|--|

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within **7** days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer **\$1500** for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

**ARTICLE 3—PROCUREMENT CONTRACT PRICE**

3.01 *Procurement Contract Price and Total Price—Based on Attached Bid*

- A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any.

**ARTICLE 4—PAYMENT PROCEDURES**

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

---

Exhibit B—Surety's Consent to Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

Copyright© 2019 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

| Payment Line Item (Lump Sum)                                                                                                                                                                                         | Percentage of Lump Sum |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1. <b>Receipt of Approval of Shop Drawings and Samples</b>                                                                                                                                                           | <b>15</b>              |
| 2. <b>Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents</b>                                                                                                            | <b>75</b>              |
| 3. <b>Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents</b> | <b>10</b>              |
| Total Procurement Contract Price (Lump Sum)                                                                                                                                                                          | 100                    |

- B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.
- C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

## ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

### 5.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

## ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

### 6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
1. This Procurement Agreement.
  2. General Conditions of the Procurement Contract.
  3. Supplementary Conditions of the Procurement Contract.

---

Exhibit B—Surety's Consent to Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

Copyright© 2019 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 4 of 9

4. Procurement Drawings (not attached but incorporated by reference):
    - a. **listed on the attached sheet index.**
  5. Addenda Numbers **list those Addenda that are Procurement Contract Documents.**
  6. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  7. Exhibits to this Procurement Agreement (enumerated as follows):
    - a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
    - b. Exhibit B, Surety's Consent to Assignment.
  8. Documentation submitted by Seller ;The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
    - a. Change Orders;
    - b. Change Directives; and
    - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

## **ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS**

### **7.01 *Seller's Representations***

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
1. Seller has examined and carefully studied the Procurement Contract Documents.
  2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
  3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

---

Exhibit B—Surety's Consent to Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.  
Copyright© 2019 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 5 of 9

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

#### 7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

### **ARTICLE 8—CONFIDENTIALITY**

#### 8.01 *Confidential Information*

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required

information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

#### 8.02 *Disclosure of Confidential Information*

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
- B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:
  - 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
  - 2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
  - 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
  - 4. Buyer has a good faith belief that disclosure is required or justified; or
  - 5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

#### 8.03 *Waiver of Immunity*

- A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

### **ARTICLE 9—MUTUAL WAIVER**

#### 9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or

---

Exhibit B—Surety's Consent to Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

Copyright© 2019 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 7 of 9

indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is \_\_\_\_\_.

Buyer

Seller

\_\_\_\_\_  
(typed or printed name of organization)

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Exhibit B—Surety's Consent to Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

Copyright© 2019 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 9 of 9

## **BIDDER'S CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that such subrecipients shall certify and disclose accordingly.

**THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

This page intentionally left blank.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                 |                                                                                                                                   |                                                                                                                                                                                                                  |                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                                                                    |  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award |                                                                                                                                   | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |                                                                    |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, if known: 4c                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                 | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known: |                                                                                                                                                                                                                  |                                                                    |
| <b>6. Federal Department/Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                 | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____                                              |                                                                                                                                                                                                                  |                                                                    |
| <b>8. Federal Action Number, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                 | <b>9. Award Amount, if known:</b><br>\$                                                                                           |                                                                                                                                                                                                                  |                                                                    |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI):                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                 | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI):           |                                                                                                                                                                                                                  |                                                                    |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. |  |                                                                                                                                                                                 | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____                                         |                                                                                                                                                                                                                  |                                                                    |
| <b>Federal Use Only:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                 |                                                                                                                                   |                                                                                                                                                                                                                  | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97) |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**STATEMENT OF NON-COLLUSION BY BIDDER  
PURSUANT TO SECTION 103-D  
GENERAL MUNICIPAL LAW**

PROJECT TITLE:

STATE OF NEW YORK )

) SS:

COUNTY OF )

I, \_\_\_\_\_ of the (Town, Village, City) of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, an officer of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that Town of Warwick as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

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 bidder, with any competitor;

Unless otherwise require 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;

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by \_\_\_\_\_.  
(Name of Contractor)

Subscribed and sworn to

(Also type or print name and title of affiant under signature)

before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public of

My commission expires \_\_\_\_\_,

Town of Warwick, New York  
Ball Road Precast Concrete Structure

February 2025

This page intentionally left blank.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

**DISADVANTAGED BUSINESS ENTERPRISE**

**UTILIZATION REQUIREMENTS**

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract in accordance with §102-12 of the Standard Specifications.

Disadvantaged Business Enterprise Utilization Goal: 7%

For clarification of Utilization Requirements refer to §102-12

Information related to the current certification status of Disadvantaged Business Enterprises can be obtained by contacting the:

NYS Department of Transportation  
Office of Equal Opportunity Development & Compliance  
1220 Washington Avenue  
Building 4, Room G-16  
Albany, New York 1232  
(518) 457 – 1127 or (518) 457 – 1129

**Disadvantaged Business Enterprise Officer**

The Bidder must designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer: \_\_\_\_\_  
(Name) (Title) .

Telephone Number: \_\_\_\_\_

**(THIS PAGE MUST BE RETURNED WITH BID)**

This page intentionally left blank.

## **CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, \_\_\_\_\_ (Contractor)  
Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

This page intentionally left blank.

**BIDDER'S CERTIFICATION OF  
LIMITED FOREIGN INVOLVEMENT**

(Completion of this statement is required in advance of consideration for award of this contract.)

SUBMITTED TO:

SUBMITTED FOR:

SUBMITTED BY:

Name: \_\_\_\_\_  
(print or type name of bidder)

A Corporation / A Partnership / An Individual / A Joint Venture

Address: \_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements made hereinafter.

1. The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offeror will not provide any product of a country included on the USTR list.

\_\_\_\_\_  
(print or type name of bidder)

(Seal, if Corporation) By: \_\_\_\_\_

Title: \_\_\_\_\_

This page intentionally left blank.

## BUYER'S ACKNOWLEDGMENT OF RECEIPT OF GOODS

Buyer:

Engineer:

Seller:

Project:

Contract Name:

Buyer's Project No.:

Engineer's Project No.:

Seller's Project No.:

This Buyer's Acknowledgment of Receipt of Goods (Acknowledgment) applies to:

- ☐ All Goods      ☐ The following specified portions of the Goods:

Date of delivery of the Goods to the Point of Destination:

Date of Buyer's visual inspection of the Goods:

Date of this Acknowledgment:

Buyer acknowledges:

1. The Goods to which this notice applies have been delivered to the Point of Destination.
2. Buyer has visually inspected such Goods pursuant to Paragraph 9.02.B.1 of the General Conditions of the Procurement Contract.
3. Based on the visual inspection, such Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, subject to any exceptions and limitations in this Acknowledgment.
4. Such Goods are deemed received for purposes of Paragraph 9.02.B.2 of the General Conditions of the Procurement Contract.
5. Seller may submit its Application for Payment for the delivered Goods, subject to the terms of the Procurement Agreement.

Exceptions (if any) to this Acknowledgment: ☐ None      ☐ As follows:

The responsibilities between Buyer and Seller for securing and storing the Goods, maintaining the Goods during storage, and for furnishing the Special Services, shall be as provided in the Procurement Contract.

The following documents are attached to and made a part of this Acknowledgement:

**[List, if any, or indicate None]**

This Acknowledgment does not constitute an acceptance of any Goods not in conformance with the Procurement Contract Documents, nor is it a release of Seller's obligation to furnish all Goods and Special Services in accordance with the Procurement Contract.

**Buyer**

**Engineer, on behalf of Buyer**

By (signature): \_\_\_\_\_

\_\_\_\_\_

Name (Printed): \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

## BUYER'S NOTICE REGARDING CONFORMITY OF GOODS AND SPECIAL SERVICES

Buyer:

Engineer:

Seller:

Project:

Contract Name:

Notice Date:

Buyer's Project No.:

Engineer's Project No.:

Seller's Project No.:

Effective Date of the Procurement Contract:

Buyer hereby gives notice to Seller that, to the best of Buyer's knowledge, information, and belief, the Goods and Special Services:

- ☐ Are in conformance with the Procurement Contract Documents. Upon Seller's submittal of its final Application for Payment in accordance with the Procurement Contract Documents, Seller will be eligible for final payment, except as expressly indicated in the Procurement Contract.
- ☐ Are nonconforming with the Procurement Contract Documents for the following reason(s):
  - 1.

Seller's Special Services were completed on:

Buyer has consulted with and received Engineer's recommendation on conformity of the Goods and Special Services.

This Buyer's Notice Regarding Conformity of Goods and Special Services (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice is expressly subject to the terms and conditions set forth in the Procurement Contract.
2. This Notice is not a guarantee or warranty of Seller's performance under the Procurement Contract, an acceptance of Goods and Special Services that are not in accordance with the related Procurement Contract Documents, including but not limited to nonconforming Goods and Special Services discovered after final inspection, nor an assumption of responsibility for any failure of Seller to furnish the Goods and Special Services thereunder in accordance with the Procurement Contract, or to otherwise comply with the Procurement Contract Documents or the terms of any special guarantees specified therein.
3. This Notice does not relieve Seller of any surviving obligations under the Procurement Contract and is subject to Buyer's reservations of rights with respect to completion and final payment.

### Buyer

By (signature): \_\_\_\_\_ Name (Printed): \_\_\_\_\_

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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

Prepared By



Copyright© 2019

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

The use of this document is governed by the terms of the  
License Agreement for the 2019 EJCDC® Procurement Series Documents.

NOTE: EJCDC publications may be purchased at [www.ejcdc.org](http://www.ejcdc.org), or from any of the sponsoring organizations above.

# **GUIDELINES FOR USE OF EJCDC® P-700, STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT**

## **1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT**

EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019), is one of the foundation documents for the EJCDC Procurement Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Buyer and Seller, and establish how the Procurement Contract is to be administered.

The term “Procurement” as used by EJCDC refers to the purchase of Goods (typically equipment or systems that will be installed in a facility, or in some cases construction materials) and related Special Services. The purchaser (“Buyer”) is the Project Owner; and in most cases such a purchase will be initiated in the early stages of a project, before the overall design is complete and before the Project Owner has selected and brought a construction contractor under contract. The Seller will be either a manufacturer or a vendor/supplier. The EJCDC Procurement Series of documents provides the user with forms and documents for obtaining bids from prospective Sellers, and for establishing the Procurement Contract itself.

## **2.0 OTHER DOCUMENTS**

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with EJCDC® P-520, Agreement Between Buyer and Seller for Procurement Contract (2019 Edition). The provisions of the General Conditions and the Procurement Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® P-800, Supplementary Conditions of the Procurement Contract (2019). If a Supplementary Condition will alter the standard provisions of the General Conditions, the user should determine whether changes are needed in other Procurement Contract Documents, or in the Procurement Bidding Requirements.

The full EJCDC Procurement series of documents is discussed in EJCDC® P-001, Commentary on the 2019 EJCDC Procurement Documents (2019).

## **3.0 ORGANIZATION OF INFORMATION**

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, [www.ejcdc.org](http://www.ejcdc.org), and from the websites of EJCDC’s sponsoring organizations.

If CSI MasterFormat™ is used for organizing the project manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

#### **4.0 EDITING THIS DOCUMENT**

When preparing P-700 for inclusion in Procurement Bidding Documents or in a Procurement Contract, remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of P-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of P-700 intact and unaltered, with modifications and supplementation of P-700's provisions set forth in EJCDC® P-800, Supplementary Conditions of the Procurement Contract (2019). If the Standard Text itself is revised, the user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for P-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for a procurement contract based on P-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of P-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If P-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes that were made to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

#### **5.0 LICENSE AGREEMENT**

This document is subject to the terms and conditions of the **License Agreement, 2019 EJCDC® Procurement Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at [www.ejcdc.org](http://www.ejcdc.org) and the websites of EJCDC's sponsoring organizations.

# STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

## TABLE OF CONTENTS

|                                                                                   | Page |
|-----------------------------------------------------------------------------------|------|
| Article 1— Definitions and Terminology.....                                       | 1    |
| 1.01 Defined Terms.....                                                           | 1    |
| 1.02 Terminology .....                                                            | 4    |
| Article 2— Preliminary Matters .....                                              | 5    |
| 2.01 Delivery of Bonds and Evidence of Insurance.....                             | 5    |
| 2.02 Copies of Documents .....                                                    | 5    |
| 2.03 Electronic Transmittals .....                                                | 6    |
| 2.04 Preliminary Schedules.....                                                   | 6    |
| 2.05 Preliminary Conference .....                                                 | 6    |
| 2.06 Safety .....                                                                 | 6    |
| Article 3— Procurement Contract Documents .....                                   | 7    |
| 3.01 Intent.....                                                                  | 7    |
| 3.02 Reference Standards.....                                                     | 7    |
| 3.03 Reporting and Resolving Discrepancies .....                                  | 8    |
| 3.04 Requirements of the Procurement Drawings and Procurement Specifications..... | 8    |
| 3.05 Reuse of Documents .....                                                     | 9    |
| Article 4— Commencement and Schedule .....                                        | 9    |
| 4.01 Commencement of Procurement Contract Times.....                              | 9    |
| 4.02 Continuing Performance .....                                                 | 9    |
| 4.03 Adjustments to Progress Schedule .....                                       | 9    |
| 4.04 Delays.....                                                                  | 10   |
| Article 5— Bonds and Insurance.....                                               | 11   |
| 5.01 Performance, Payment, and Other Bonds.....                                   | 11   |
| 5.02 Insurance.....                                                               | 12   |
| 5.03 Surety or Insurance Companies .....                                          | 12   |
| Article 6— Licenses and Fees.....                                                 | 12   |
| 6.01 Intellectual Property and License Fees .....                                 | 12   |
| 6.02 Seller’s Infringement.....                                                   | 13   |

|                                            |                                                                 |    |
|--------------------------------------------|-----------------------------------------------------------------|----|
| 6.03                                       | Buyer's Infringement .....                                      | 13 |
| Article 7— Seller's Responsibilities ..... |                                                                 | 14 |
| 7.01                                       | Performance of Obligations .....                                | 14 |
| 7.02                                       | Labor, Materials and Equipment .....                            | 14 |
| 7.03                                       | Laws and Regulations.....                                       | 14 |
| 7.04                                       | "Or Equals" .....                                               | 15 |
| 7.05                                       | Taxes .....                                                     | 16 |
| 7.06                                       | Submittals .....                                                | 16 |
| 7.07                                       | Indemnification .....                                           | 18 |
| 7.08                                       | Concerning Subcontractors and Suppliers.....                    | 19 |
| Article 8— Shipping and Delivery .....     |                                                                 | 19 |
| 8.01                                       | Shipping.....                                                   | 19 |
| 8.02                                       | Delivery .....                                                  | 19 |
| 8.03                                       | Risk of Loss .....                                              | 19 |
| Article 9— Buyer's Rights.....             |                                                                 | 20 |
| 9.01                                       | Seller's Warranties and Guarantees .....                        | 20 |
| 9.02                                       | Inspections and Testing .....                                   | 21 |
| 9.03                                       | Non-Conforming Goods and Special Services.....                  | 22 |
| 9.04                                       | Correction Period .....                                         | 23 |
| Article 10— Engineer's Status.....         |                                                                 | 23 |
| 10.01                                      | Engineer's Role Defined .....                                   | 23 |
| 10.02                                      | Duties and Responsibilities; Authority; Limitations .....       | 24 |
| Article 11— Changes.....                   |                                                                 | 24 |
| 11.01                                      | Amending and Supplementing the Procurement Contract .....       | 24 |
| 11.02                                      | Change Orders .....                                             | 25 |
| 11.03                                      | Change Directives.....                                          | 25 |
| 11.04                                      | Field Orders.....                                               | 25 |
| 11.05                                      | Buyer-Authorized Changes in the Goods and Special Services..... | 26 |
| 11.06                                      | Buyer's Contingency Allowance.....                              | 26 |
| 11.07                                      | Unauthorized Changes in the Goods and Special Services .....    | 26 |
| 11.08                                      | Change of Procurement Contract Price .....                      | 26 |
| 11.09                                      | Change of Procurement Contract Times.....                       | 27 |
| 11.10                                      | Notification to Surety.....                                     | 27 |

|                                                             |    |
|-------------------------------------------------------------|----|
| Article 12— Claims, Disputes, and Dispute Resolution .....  | 27 |
| 12.01    Claims.....                                        | 27 |
| 12.02    Dispute Resolution Method .....                    | 28 |
| Article 13— Payment .....                                   | 29 |
| 13.01    Applications for Progress Payments .....           | 29 |
| 13.02    Review of Applications for Progress Payments.....  | 29 |
| 13.03    Basis and Amount of Progress Payments.....         | 30 |
| 13.04    Suspension of or Reduction in Payment .....        | 30 |
| 13.05    Final Payment.....                                 | 32 |
| 13.06    Waiver of Claims .....                             | 32 |
| Article 14— Cancellation, Suspension, and Termination ..... | 33 |
| 14.01    Cancellation.....                                  | 33 |
| 14.02    Suspension of Performance by Buyer .....           | 33 |
| 14.03    Suspension of Performance by Seller .....          | 33 |
| 14.04    Breach and Termination.....                        | 33 |
| Article 15— Miscellaneous .....                             | 34 |
| 15.01    Giving Notice .....                                | 34 |
| 15.02    Controlling Law .....                              | 34 |
| 15.03    Computation of Time .....                          | 34 |
| 15.04    Cumulative Remedies .....                          | 34 |
| 15.05    Survival of Obligations .....                      | 35 |
| 15.06    Entire Agreement.....                              | 35 |
| 15.07    No Waiver .....                                    | 35 |
| 15.08    Headings.....                                      | 35 |
| 15.09    Successors and Assigns .....                       | 35 |

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.
  2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.
  3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
  4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.
  5. *Buyer*—The individual or entity purchasing the Goods and Special Services.
  6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.
  7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
  8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.
  9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
  10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
  11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.
15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.
20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).
23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.
34. *Seller*—The individual or entity furnishing the Goods and Special Services.
35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.
37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.
40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

#### 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.
- B. *Intent of Certain Terms or Adjectives*
  1. The Procurement Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.
  2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
    - a. do not conform to or comply with the requirements of the Procurement Contract Documents;
    - b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

- c. in the case of Special Services, have not been completed.
- 3. The word “receipt” when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
- 4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- 5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.
- C. *Procurement Contract Price or Procurement Contract Times*: References to a change in “Procurement Contract Price or Procurement Contract Times” or “Procurement Contract Times or Procurement Contract Price” or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term “or both” is not expressed.
- D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).
- B. *Evidence of Seller’s Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- C. *Evidence of Buyer’s Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

### 2.02 *Copies of Documents*

- A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

### 2.03 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### 2.04 *Preliminary Schedules*

- A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:
  - 1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.
    - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.
    - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.
    - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
  - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

### 2.05 *Preliminary Conference*

- A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

### 2.06 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

### **ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS**

#### **3.01 *Intent***

- A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.
- F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

#### **3.02 *Reference Standards***

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents:* If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.
2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

#### B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

- #### A.
- During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- #### B.
- Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

### 3.05 *Reuse of Documents*

- A. Seller and its subcontractors and suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND SCHEDULE**

### 4.01 *Commencement of Procurement Contract Times*

- A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

### 4.02 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

### 4.03 *Adjustments to Progress Schedule*

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

#### 4.04 *Delays*

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:
  1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. inspection delays by governmental authorities, and custom delays;
  4. international shipping delays;
  5. acts or failures to act of third-party entities; and
  6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
  1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
  2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.
- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

## **ARTICLE 5—BONDS AND INSURANCE**

### **5.01 *Performance, Payment, and Other Bonds***

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.
- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.
- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

#### 5.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.
- D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

#### 5.03 *Surety or Insurance Companies*

- A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### **ARTICLE 6—LICENSES AND FEES**

#### 6.01 *Intellectual Property and License Fees*

- A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

#### 6.02 *Seller's Infringement*

- A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.
- B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
  - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
  - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

#### 6.03 *Buyer's Infringement*

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

- C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
  - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.
  - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

## **ARTICLE 7—SELLER’S RESPONSIBILITIES**

### **7.01 *Performance of Obligations***

- A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.
- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

### **7.02 *Labor, Materials and Equipment***

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:
  - 1. new, and of good quality;
  - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
  - 3. shop-assembled to the greatest extent practicable.

### **7.03 *Laws and Regulations***

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller’s responsibility to make certain

that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
  - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.
  - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.
- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 *Taxes*

- A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Seller shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
- 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Seller shall submit the number of copies required in the Procurement Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

- a. Seller shall submit the number of Samples required in the Procurement Specifications.

- b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.
8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
  - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### **7.08 *Concerning Subcontractors and Suppliers***

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

### **ARTICLE 8—SHIPPING AND DELIVERY**

#### **8.01 *Shipping***

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

#### **8.02 *Delivery***

- A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
- B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
- E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.
- F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

#### **8.03 *Risk of Loss***

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

## **ARTICLE 9—BUYER’S RIGHTS**

### **9.01 *Seller’s Warranties and Guarantees***

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller’s warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller’s warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
  - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
  - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
  - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller’s obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
  - 1. observations by Buyer, Engineer, or Project Owner;
  - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
  - 3. use of the Goods by Buyer or Project Owner;
  - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
  - 5. the end of the correction period established in Paragraph 9.04;
  - 6. the issuance of a notice of acceptance;
  - 7. any inspection, test or approval by others; or
  - 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller’s warranties or guarantees.

## 9.02 *Inspections and Testing*

### A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

### B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

- D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

- E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

- F. *Seller Obligations:* Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.
- G. *Buyer's Rejection of Conforming Goods:* If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

#### 9.04 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.
- B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### **ARTICLE 10—ENGINEER'S STATUS**

#### 10.01 *Engineer's Role Defined*

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

#### 10.02 *Duties and Responsibilities; Authority; Limitations*

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

### ARTICLE 11—CHANGES

#### 11.01 *Amending and Supplementing the Procurement Contract*

- A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
- B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Buyer and Seller shall execute appropriate Change Orders covering:
  - 1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
  - 2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
  - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 *Change Directives*

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.
- B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 *Buyer-Authorized Changes in the Goods and Special Services*

- A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

- A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.
- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

- A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

- A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Contract Price will be determined as follows:
  - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
  - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
  - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

#### 11.09 *Change of Procurement Contract Times*

- A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION**

#### 12.01 *Claims*

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
- G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

- H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.
- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.
- K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

#### 12.02 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.
- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
  - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
  - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
  - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

---

EJCDC® P-700, Standard General Conditions of the Procurement Contract.

Copyright© 2019 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

## **ARTICLE 13—PAYMENT**

### **13.01 *Applications for Progress Payments***

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

### **13.02 *Review of Applications for Progress Payments***

#### **A. *Review of Applications***

- 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
  - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
  - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

- obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or
- b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.
4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or
  - b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or
  - c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or
  - d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or
  - e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:
- a. the Goods and Services are non-conforming, requiring correction or replacement;
  - b. the Procurement Contract Price has been reduced by Change Orders;
  - c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or
  - d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

**13.03 *Basis and Amount of Progress Payments***

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

**13.04 *Suspension of or Reduction in Payment***

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
  2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
  3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
    - c. Seller has failed to provide and maintain required bonds or insurance;
    - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
    - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
    - g. the Procurement Contract Price has been reduced by Change Orders;
    - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
    - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
    - j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

### 13.05 *Final Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

### 13.06 *Waiver of Claims*

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

## ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

### 14.01 *Cancellation*

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
  - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
  - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

### 14.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

### 14.03 *Suspension of Performance by Seller*

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
  - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
  - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

### 14.04 *Breach and Termination*

#### A. *Buyer's Breach*

- 1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
- 2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

#### B. *Seller's Breach*

- 1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

## **ARTICLE 15—MISCELLANEOUS**

### **15.01 *Giving Notice***

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
  1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **15.02 *Controlling Law***

- A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

### **15.03 *Computation of Time***

- A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **15.04 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

15.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 *Entire Agreement*

- A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

# SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

## TABLE OF CONTENTS

|                                                             | Page |
|-------------------------------------------------------------|------|
| Article 1— Definitions and Terminology .....                | 1    |
| Article 2— Preliminary Matters .....                        | 1    |
| Article 3— Procurement Contract Documents .....             | 1    |
| Article 4— Commencement and Progress of Work .....          | 1    |
| Article 5— Bonds and Insurance .....                        | 1    |
| Article 6— Licenses and Fees .....                          | 4    |
| Article 7— Seller’s Responsibilities .....                  | 5    |
| Article 8— Shipping and Delivery .....                      | 5    |
| Article 9— Buyer’s Rights .....                             | 5    |
| Article 10— Engineer’s Status .....                         | 6    |
| Article 11— Changes .....                                   | 6    |
| Article 12— Claims, Disputes, and Dispute Resolution .....  | 6    |
| Article 13— Payment .....                                   | 7    |
| Article 14— Cancellation, Suspension, and Termination ..... | 7    |
| Article 15— Miscellaneous .....                             | 7    |

# SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

1.02 *Terminology*

## ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Buyer shall furnish to Seller **2** printed copies of the Procurement Contract Documents (including one fully signed counterpart of the Procurement Agreement), and **one copy** in electronic portable document format (PDF).

2.03 *Electronic Transmittals*

2.04 *Preliminary Schedules*

## ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Intent*

3.02 *Reference Standards*

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF WORK

No suggested Supplementary Conditions in this Article.

## ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form:* The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® P-615, Payment Bond (2010 or 2019 edition).

## 5.02 Insurance

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

- F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:
  1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;
  5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:
  1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and **[Here list by name, (not Project role) other persons or entities to be included on policy as additional insureds]** all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
  3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraph 7.07;
  5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;
  6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and
  7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).
- H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

Workers' Compensation, and related coverages:

|                                                |                     |
|------------------------------------------------|---------------------|
| State:                                         | <u>Statutory</u>    |
| Federal, if applicable (e.g., Longshoreman's): | <u>Statutory</u>    |
| Employer's Liability:                          |                     |
| Bodily injury, each accident                   | \$ <u>2,000,000</u> |
| Bodily injury by disease, each employee        | \$ <u>2,000,000</u> |
| Bodily injury/disease aggregate                | \$ <u>2,000,000</u> |
| Foreign voluntary worker compensation          | <u>Statutory</u>    |

#### CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

|                                           |                     |
|-------------------------------------------|---------------------|
| General Aggregate                         | \$ <u>2,000,000</u> |
| Products - Completed Operations Aggregate | \$ <u>2,000,000</u> |
| Personal and Advertising Injury           | \$ <u>2,000,000</u> |

|                                                     |                     |
|-----------------------------------------------------|---------------------|
| Each Occurrence (Bodily Injury and Property Damage) | \$ <u>2,000,000</u> |
|-----------------------------------------------------|---------------------|

AUTOMOBILE LIABILITY UNDER PARAGRAPH 6.03.D. OF THE GENERAL CONDITIONS:

|                          |                     |
|--------------------------|---------------------|
| Bodily Injury:           |                     |
| Each person              | \$ <u>2,000,000</u> |
| Each accident            | \$ <u>2,000,000</u> |
| Property Damage:         |                     |
| Combined Single Limit of | \$ <u>2,000,000</u> |

EXCESS OR UMBRELLA LIABILITY:

|                   |                     |
|-------------------|---------------------|
| Per Occurrence    | \$ <u>1,000,000</u> |
| General Aggregate | \$ <u>2,000,000</u> |

ADDITIONAL INSURED: IN ADDITION TO OWNER AND ENGINEER, INCLUDE AS ADDITIONAL INSURED THE FOLLOWING:

ENGINEER: HENNINGSON, DURHAM & RICHARDSON ARCHITECTURE & ENGINEERING, P.C.

CONTRACTOR'S PROFESSIONAL LIABILITY:

|                  |                     |
|------------------|---------------------|
| Each Claim       | \$ <u>1,000,000</u> |
| Annual Aggregate | \$ <u>2,000,000</u> |

- I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

**ARTICLE 6—LICENSES AND FEES**

No suggested Supplementary Conditions in this Article.

## ARTICLE 7—SELLER’S RESPONSIBILITIES

7.03 *Laws and Regulations*

7.04 *“Or Equals”*

7.05 *Taxes*

SC-7.05 Add a new paragraph immediately after Paragraph 7.05.A:

- B. Buyer is exempt from payment of sales and compensating use taxes of the State of **New York** and of cities and counties thereof on all materials and equipment to be incorporated into the Project facilities.
  - 1. Buyer will furnish the required certificates of tax exemption to Seller with respect to materials and equipment to be incorporated into the Project facilities.
  - 2. Buyer's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Seller, or to supplies or materials not incorporated into the Project facilities.
  - 3. The Procurement Contract Price does not include the cost of sales or compensating use taxes to the extent such are exempted by this paragraph.

7.06 *Submittals*

7.07 *Indemnification*

## ARTICLE 8—SHIPPING AND DELIVERY

8.02 *Delivery*

8.03 *Risk of Loss*

## ARTICLE 9—BUYER’S RIGHTS

9.04 *Correction Period*

9.05 *Limitation of Seller’s Liability*

SC-9.05 Add the following new paragraph after Paragraph 9.04:

9.05 *Limitation of Seller’s Liability*

- A. Buyer and Seller agree that the total liability of Seller to Buyer for claims, costs, losses, and damages arising from this Procurement Contract will be limited to the amount established in the Procurement Agreement as the Procurement Contract Price.
- B. Upon assignment the terms of this Paragraph 9.05 will be binding upon both the assignor and assignee with respect to Seller's liability, The terms of this limitation do not apply to or limit any claim by Buyer against Seller based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

## **ARTICLE 10—ENGINEER'S STATUS**

## **ARTICLE 11—CHANGES**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION**

### **12.03 Arbitration**

SC-12.03 Add the following new paragraph immediately after Paragraph 12.02:

### **12.03 Arbitration**

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-12.03). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Procurement Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 12, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Procurement Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Procurement Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Procurement Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Procurement Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including

Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Procurement Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
  2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
  3. such other individual or entity is subject to arbitration under a contract with either Buyer or Seller, or consents to being joined in the arbitration; and
  4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Procurement Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

#### **ARTICLE 13—PAYMENT**

13.01 *Applications for Progress Payments*

13.02 *Review of Applications for Progress Payments*

#### **ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION**

No suggested Supplementary Conditions in this Article.

#### **ARTICLE 15—MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

# **NYSDOL Prevailing Wage Rates**

This page intentionally left blank.

## 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 |

## Orange County General Construction

|                    |                   |
|--------------------|-------------------|
| <b>Boilermaker</b> | <b>02/01/2025</b> |
|--------------------|-------------------|

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 4

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

### WAGES

Per Hour: 07/01/2024 01/01/2025

Boilermaker \$ 67.38 \$ 68.88

Repairs & Renovations 67.38 68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

### SUPPLEMENTAL BENEFITS

Per Hour:

|                      |                 |                 |
|----------------------|-----------------|-----------------|
| Boilermaker          | 33.5% of hourly | 33.5% of Hourly |
| Repair & Renovations | Wage Paid       | Wage Paid       |
|                      | + \$ 26.85      | + \$26.85       |

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

### OVERTIME PAY

See (\*B, O, \*\*U) on OVERTIME PAGE

Note:\* Includes 9th & 10th hours, double for 11th or more.

\*\* Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

|     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
| 65% | 70% | 75% | 80% | 85% | 90% | 95% |

Supplemental Benefits Per Hour:

|          |                                                   |                                                   |
|----------|---------------------------------------------------|---------------------------------------------------|
|          | 33.5% of Hourly<br>Wage Paid Plus<br>Amount Below | 33.5% of Hourly<br>Wage Paid Plus<br>Amount Below |
| 1st Term | \$ 20.36                                          | \$ 20.36                                          |
| 2nd Term | 21.28                                             | 21.28                                             |
| 3rd Term | 22.22                                             | 22.22                                             |
| 4th Term | 23.12                                             | 23.12                                             |
| 5th Term | 24.07                                             | 24.07                                             |
| 6th Term | 25.00                                             | 25.00                                             |
| 7th Term | 25.93                                             | 25.93                                             |

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

|                  |                   |
|------------------|-------------------|
| <b>Carpenter</b> | <b>02/01/2025</b> |
|------------------|-------------------|

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

### WAGES

Per Hour: 07/01/2024



\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

## SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

## OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

## Carpenter

02/01/2025

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Dutchess, Orange

## WAGES

Per hour: 07/01/2024

Building:  
Millwright \$ 46.35  
+ 8.44\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.94

## OVERTIME PAY

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

## HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr. Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

## REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

|          |          |          |          |
|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      |
| \$ 28.18 | \$ 30.51 | \$ 34.84 | \$ 43.50 |
| + 4.40*  | + 5.19*  | + 5.94*  | + 7.44*  |

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

|          |          |          |          |
|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      |
| \$ 23.00 | \$ 24.79 | \$ 26.90 | \$ 29.63 |

8-740.2

## Carpenter

02/01/2025

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Dutchess

## PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading 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

Per hour: 07/01/2024

Carpet/Resilient  
Floor Coverer \$ 34.45  
+ 3.25\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

#### SUPPLEMENTAL BENEFITS

Per hour:  
\$ 28.33

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

#### REGISTERED APPRENTICES

Wage per hour - (1) year terms:

| 1st     | 2nd     | 3rd     | 4th     |
|---------|---------|---------|---------|
| \$15.75 | \$18.87 | \$23.55 | \$28.23 |
| + 2.48* | + 2.48* | + 2.48* | + 2.48* |

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

#### Carpenter - Building / Heavy&Highway

02/01/2025

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT** 11

#### ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

#### WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

|           | 07/01/2024 | 07/01/2025 | 07/01/2026 |
|-----------|------------|------------|------------|
|           |            | Additional | Additional |
| Base Wage | \$ 37.19   | \$ 2.23**  | \$ 2.30**  |
|           | + 6.31*    |            |            |

Applies to Diver (Wet):

Base Wage \$ 50.00  
+ 6.31\*

\*For all hours paid straight or premium.

\*\*To be allocated at a later date.

#### SHIFT WORK

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of the base wage.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 30.65

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

### BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.  
Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.  
- Holidays that fall on Sunday will be observed Monday.

### HEAVY&HIGHWAY/TUNNEL:

Paid: See ( 5, 6, 25 ) on HOLIDAY PAGE  
Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday  
- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay  
- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

## REGISTERED APPRENTICES

1 Year terms at the following wage rates.

| 1st      | 2nd      | 3rd      | 4th      |
|----------|----------|----------|----------|
| \$ 18.60 | \$ 22.31 | \$ 26.03 | \$ 29.75 |
| +3.09*   | +3.09*   | +3.09*   | +3.09*   |

\*For all hours paid straight or premium

### SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 16.30

11-279.2B/H&H

## Carpenter - Building / Heavy&Highway

02/01/2025

### 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: 07/01/2024

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface \$ 36.48

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

#### 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 Journeyworker's wage):

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 65% | 70% | 75% | 80% |

Supplemental Benefits per hour:

|         |         |         |         |
|---------|---------|---------|---------|
| \$18.58 | \$19.14 | \$21.24 | \$21.79 |
|---------|---------|---------|---------|

2-42AtSS

## Carpenter - Floor Coverer

02/01/2025

**JOB DESCRIPTION** Carpenter - Floor Coverer

**DISTRICT** 11

### ENTIRE COUNTIES

Columbia, Sullivan, Ulster

### 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)

|                                | 07/01/2024 | 07/01/2025 |
|--------------------------------|------------|------------|
|                                |            | Additional |
| Carpet/Resilient Floor Coverer | \$ 37.19   | \$ 2.23**  |
|                                | +6.31*     |            |

\* For all hours paid straight or premium

\*\* To be allocated at a later date.

### SHIFT WORK

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.

### SUPPLEMENTAL BENEFITS

Per hour:

|                |          |
|----------------|----------|
| Journey worker | \$ 30.65 |
|----------------|----------|

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See ( 5, 6, 25 ) on HOLIDAY PAGE

Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

### REGISTERED APPRENTICES

1 Year terms at the following wage rates.

| 1st      | 2nd      | 3rd      | 4th      |
|----------|----------|----------|----------|
| \$ 18.60 | \$ 22.31 | \$ 26.03 | \$ 29.75 |
| +3.09*   | +3.09*   | +3.09*   | +3.09*   |

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

|           |          |
|-----------|----------|
| All terms | \$ 16.30 |
|-----------|----------|

11-279.2Floor

## Electrician

02/01/2025

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Putnam, Rockland

**PARTIAL COUNTIES**

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

**WAGES**

Per hour:

|                                |            |
|--------------------------------|------------|
|                                | 07/01/2024 |
| Electrician Wireman/Technician | \$ 50.50   |
|                                | + 9.50*    |

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

**SHIFT WORK**

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

|                          |          |
|--------------------------|----------|
| Between 4:30pm & 12:30am | \$ 59.30 |
|                          | + 9.50*  |
| Between 12:30am & 8:30am | \$66.35  |
|                          | + 9.50*  |

**SUPPLEMENTAL BENEFITS**

Per hour:

|            |                 |
|------------|-----------------|
| Journeyman | 07/01/2024      |
|            | \$ 29.68 plus   |
|            | 3% of straight  |
|            | or premium wage |

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

**REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

|            |          |          |          |          |          |          |
|------------|----------|----------|----------|----------|----------|----------|
| 07/01/2024 | 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      |
| 1st Shift  | \$ 16.01 | \$ 19.40 | \$ 24.25 | \$ 29.10 | \$ 33.95 | \$ 36.38 |
|            | +1.00*   | +1.00*   | +1.50*   | +2.00*   | +2.50*   | +2.50*   |
| 2nd Shift  | 18.78    | 22.76    | 28.45    | 34.13    | 39.82    | 42.67    |
|            | +1.00*   | +1.00*   | +1.50*   | +2.00*   | +2.50*   | +2.50*   |
| 3rd Shift  | 21.04    | 25.49    | 31.86    | 38.24    | 44.61    | 47.80    |
|            | +1.00*   | +1.00*   | +1.50*   | +2.00*   | +2.50*   | +2.50*   |
| 09/01/2024 | 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      |
| 1st Shift  | \$ 16.01 | \$ 19.40 | \$ 24.25 | \$ 29.10 | \$ 33.95 | \$ 36.38 |
|            | +1.00*   | +1.00*   | +1.00*   | +2.00*   | +2.50*   | +2.50*   |
| 2nd Shift  | 18.78    | 22.76    | 28.45    | 34.13    | 39.82    | 42.67    |
|            | +1.00*   | +1.00*   | +1.00*   | +2.00*   | +2.50*   | +2.50*   |
| 3rd Shift  | 21.04    | 25.49    | 31.86    | 38.24    | 44.61    | 47.80    |
|            | +1.00*   | +1.00*   | +1.00*   | +2.00*   | +2.50*   | +2.50*   |
| 04/01/2025 | 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      |
| 1st Shift  | \$ 16.34 | \$ 19.80 | \$ 24.75 | \$ 29.70 | \$ 34.65 | \$ 37.13 |
|            | +1.00*   | +1.00*   | +1.00*   | +2.00*   | +2.50*   | +2.50*   |
| 2nd Shift  | 19.17    | 23.23    | 29.03    | 34.84    | 40.64    | 43.55    |
|            | +1.00*   | +1.00*   | +1.00*   | +2.00*   | +2.50*   | +2.50*   |

|           |                 |                 |                 |                 |                 |                 |
|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 3rd Shift | 21.47<br>+1.00* | 26.02<br>+1.00* | 32.52<br>+1.00* | 39.03<br>+2.00* | 45.53<br>+2.50* | 48.79<br>+2.50* |
|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

**SUPPLEMENTAL BENEFITS** per hour:

07/01/2024

|          |                                              |
|----------|----------------------------------------------|
| 1st term | \$ 16.28 plus 3% of straight or premium wage |
| 2nd term | \$ 16.28 plus 3% of straight or premium wage |
| 3rd term | \$ 18.28 plus 3% of straight or premium wage |
| 4th term | \$ 18.78 plus 3% of straight or premium wage |
| 5th term | \$ 20.28 plus 3% of straight or premium wage |
| 6th term | \$ 20.28 plus 3% of straight or premium wage |

09/01/2024

|          |                                              |
|----------|----------------------------------------------|
| 1st term | \$ 16.28 plus 3% of straight or premium wage |
| 2nd term | \$ 17.78 plus 3% of straight or premium wage |
| 3rd term | \$ 18.78 plus 3% of straight or premium wage |
| 4th term | \$ 19.78 plus 3% of straight or premium wage |
| 5th term | \$ 21.28 plus 3% of straight or premium wage |
| 6th term | \$ 21.28 plus 3% of straight or premium wage |

11-363/1

**Elevator Constructor**

**02/01/2025**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

| Per Hour | 07/01/2024                   | 01/01/2025                   |
|----------|------------------------------|------------------------------|
| Mechanic | \$ 70.15                     | \$ 73.07                     |
| Helper   | 70% of Mechanic<br>Wage Rate | 70% of Mechanic<br>Wage Rate |

**SUPPLEMENTAL BENEFITS**

| Per hour             | 07/01/2024 | 01/01/2025 |
|----------------------|------------|------------|
| Journeyworker/Helper | \$ 37.885* | \$ 38.435* |

(\*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular 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

1-138

|                |                   |
|----------------|-------------------|
| <b>Glazier</b> | <b>02/01/2025</b> |
|----------------|-------------------|

**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per hour:

|                                           | 07/01/2024 | 05/01/2025<br>Additional |
|-------------------------------------------|------------|--------------------------|
| Glazier, Glass Tinting<br>and Window Film | \$ 63.28   | \$ 1.11***               |
| Scaffolding, including<br>swing scaffold  | 67.28      |                          |
| *Mechanical Equipment                     | 64.28      |                          |
| **Repair & Maintenance                    | 30.76      |                          |

\*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

\*\*\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour:

7/01/2024

Glazier, Glass Tinting  
Window Film, Scaffolding  
and Mechanical Equipment

\$ 42.13

Repair & Maintenance

24.62

**OVERTIME PAY**

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

|          |          |
|----------|----------|
| 1st term | \$ 22.34 |
| 2nd term | 30.64    |
| 3rd term | 40.87    |
| 4th term | 50.14    |

Supplemental Benefits:

(Per hour)

|          |          |
|----------|----------|
| 1st term | \$ 19.27 |
| 2nd term | 27.34    |
| 3rd term | 32.85    |
| 4th term | 36.01    |

8-1087 (DC9 NYC)

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Insulator - Heat &amp; Frost</b> | <b>02/01/2025</b> |
|-------------------------------------|-------------------|

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:

07/01/2024

|                                       |          |
|---------------------------------------|----------|
| Insulator                             | \$ 60.85 |
| Discomfort &<br>Additional Training** | 63.92    |
| Fire Stop Work*                       | 32.97    |

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

#### SUPPLEMENTAL BENEFITS

Per hour:

|                                     |          |
|-------------------------------------|----------|
| Journeyworker                       | \$ 38.25 |
| Discomfort &<br>Additional Training | 40.32    |
| Fire Stop Work:<br>Journeyworker    | 19.48    |

#### OVERTIME PAY

See (B, E, E2, Q, \*T) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

#### REGISTERED APPRENTICES

(1) year terms:

|                        |          |          |          |
|------------------------|----------|----------|----------|
| Insulator Apprentices: |          |          |          |
| 1st                    | 2nd      | 3rd      | 4th      |
| \$ 32.97               | \$ 38.54 | \$ 44.12 | \$ 49.70 |

|                                               |          |          |          |
|-----------------------------------------------|----------|----------|----------|
| Discomfort & Additional Training Apprentices: |          |          |          |
| 1st                                           | 2nd      | 3rd      | 4th      |
| \$ 34.51                                      | \$ 40.38 | \$ 46.27 | \$ 52.16 |

Supplemental Benefits paid per hour:

|                        |          |
|------------------------|----------|
| Insulator Apprentices: |          |
| 1st term               | \$ 19.48 |
| 2nd term               | 23.23    |
| 3rd term               | 26.98    |
| 4th term               | 30.74    |

|                                               |          |
|-----------------------------------------------|----------|
| Discomfort & Additional Training Apprentices: |          |
| 1st term                                      | \$ 20.50 |
| 2nd term                                      | 24.47    |
| 3rd term                                      | 28.43    |
| 4th term                                      | 32.39    |

8-91

|                   |                   |
|-------------------|-------------------|
| <b>Ironworker</b> | <b>02/01/2025</b> |
|-------------------|-------------------|

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

#### WAGES

Per hour:

|            |            |            |            |
|------------|------------|------------|------------|
|            | 07/01/2024 | 07/01/2025 | 07/01/2026 |
|            |            | Additional | Additional |
| Structural | \$ 51.38   | \$ 2.00*   | \$ 2.00*   |

|                  |       |       |       |
|------------------|-------|-------|-------|
| Reinforcing      | 51.38 | 2.00* | 2.00* |
| Ornamental       | 51.38 | 2.00* | 2.00* |
| Chain Link Fence | 51.38 | 2.00* | 2.00* |

\* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

### SHIFT WORK

On Government Mandated Irregular Workdays or Shift Work, the following wage will be paid:

|           |          |
|-----------|----------|
| 1st Shift | \$ 51.38 |
| 2nd Shift | 66.39    |
| 3rd Shift | 71.39    |

Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 45.56 |
|------------|----------|

### OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

### REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

|           |          |          |          |          |
|-----------|----------|----------|----------|----------|
|           | 1st yr   | 2nd yr   | 3rd yr   | 4th yr   |
| 1st Shift | \$ 25.69 | \$ 30.83 | \$ 35.97 | \$ 41.10 |
| 2nd Shift | 36.15    | 42.20    | 48.25    | 54.29    |
| 3rd Shift | 39.64    | 45.99    | 52.35    | 58.69    |

Supplemental Benefits per hour:

|          |            |
|----------|------------|
|          | 07/01/2024 |
| 1st year | \$ 40.94   |
| 2nd year | 41.86      |
| 3rd year | 42.79      |
| 4th year | 43.71      |

11-417

## Laborer - Building

02/01/2025

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

### ENTIRE COUNTIES

Orange, Sullivan, Ulster

### PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

### WAGES

Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, jackhammers, general labor.

Class 3: Jumping jack, air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

|                   |            |            |            |
|-------------------|------------|------------|------------|
| WAGES: (per hour) | 07/01/2024 | 06/01/2025 | 06/01/2026 |
|                   |            | Additional | Additional |
| Class 1           | \$ 43.15   | \$ 2.69*   | \$ 2.79*   |
| Class 2           | 43.95      | 2.72*      | 2.82*      |

|         |       |       |       |
|---------|-------|-------|-------|
| Class 3 | 45.90 | 2.79* | 2.89* |
| Class 4 | 49.00 | 2.90* | 3.00* |

\*To be allocated at a later date.

These rates will cover all work within five feet of the building foundation line.

### SHIFT WORK

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular workday or when mandated or required by state, federal, county, local or other governmental agency contracts.

### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 33.50 |
| Shift      | 40.84    |

### OVERTIME PAY

See (B, \*E, E5, \*\*Q) on OVERTIME PAGE

\*For first 8 hours on Saturday

\*\*When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

|          |            |
|----------|------------|
|          | 07/01/2024 |
| 1st term | \$ 28.05   |
| 2nd term | 32.35      |
| 3rd term | 36.70      |
| 4th term | 41.00      |

Supplemental Benefits per hour:

|                      |          |
|----------------------|----------|
| All Terms Regular    | \$ 29.23 |
| All Terms Shift Rate | 35.39    |

11-17.BA

### Laborer - Heavy&Highway

02/01/2025

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Orange, Sullivan, Ulster

### PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

### WAGES

CLASS 1: Flag person, gate person.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. \*Micro paving and crack sealing.

CLASS 3: Asbestos, toxic, bioremediation and Phyto-remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screed man, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour) 07/01/2024

|         |          |
|---------|----------|
| Class 1 | \$ 42.35 |
| Class 2 | 46.05    |

|         |       |
|---------|-------|
| Class 3 | 50.75 |
| Class 4 | 55.80 |

\* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

\*\*To be allocated at a later date.

### SHIFT WORK

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 33.38 |
| Shift      | 39.18    |

### OVERTIME PAY

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

\*\*For Saturday Holidays, Two- and one-half Benefits for all hours worked.

\*\*\*For Sunday Holidays, Triple Benefits for all hours worked.

### HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

|          |            |
|----------|------------|
|          | 07/01/2024 |
| 1st term | \$ 28.05   |
| 2nd term | 32.35      |
| 3rd term | 36.70      |
| 4th term | 41.00      |

Supplemental Benefits per hour:

|                      |          |
|----------------------|----------|
| All Terms Regular    | \$ 29.23 |
| All Terms Shift Rate | 34.16    |

11-17.1H/H

### Laborer - Tunnel

02/01/2025

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

### ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

### PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

### 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

WAGES: (per hour)

|         |            |            |
|---------|------------|------------|
|         | 07/01/2024 | 06/01/2025 |
| Class 1 | \$ 57.05   | \$ 58.55   |
| Class 2 | 59.20      | 60.70      |
| Class 4 | 65.60      | 67.10      |
| Class 5 | 49.90      | 51.40      |

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

### SHIFT WORK

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

## SUPPLEMENTAL BENEFITS

Per hour:

|           |          |          |
|-----------|----------|----------|
| Benefit 1 | \$ 36.98 | \$ 38.23 |
| Benefit 2 | 55.39    | 59.99    |
| Benefit 3 | 74.58    | 76.73    |

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

## OVERTIME PAY

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

## HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

## 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.

11-17/60/235/754Tun

## Lineman Electrician

02/01/2025

## JOB DESCRIPTION Lineman Electrician

## DISTRICT 6

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

### WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

### Group A:

|                        |          |
|------------------------|----------|
| Lineman, Technician    | \$ 58.90 |
| Crane, Crawler Backhoe | 58.90    |
| Welder, Cable Splicer  | 58.90    |

|                         |       |
|-------------------------|-------|
| Group B:                |       |
| Digging Mach. Operator  | 53.01 |
| Tractor Trailer Driver  | 50.07 |
| Groundman, Truck Driver | 47.12 |
| Equipment Mechanic      | 47.12 |
| Flagman                 | 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." Includes access matting for line work.

|                                      |          |
|--------------------------------------|----------|
| Group A:                             |          |
| Lineman, Technician                  | \$ 58.90 |
| Crane, Crawler Backhoe               | 58.90    |
| Cable Splicer                        | 64.79    |
| Certified Welder,<br>Pipe Type Cable | 61.85    |

|                         |       |
|-------------------------|-------|
| Group B:                |       |
| Digging Mach. Operator  | 53.01 |
| Tractor Trailer Driver  | 50.07 |
| Groundman, Truck Driver | 47.12 |
| Equipment Mechanic      | 47.12 |
| Flagman                 | 35.34 |

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

|                                      |          |
|--------------------------------------|----------|
| Group A:                             |          |
| Lineman, Tech, Welder                | \$ 60.22 |
| Crane, Crawler Backhoe               | 60.22    |
| Cable Splicer                        | 66.24    |
| Certified Welder,<br>Pipe Type Cable | 63.23    |

|                         |       |
|-------------------------|-------|
| Group B:                |       |
| Digging Mach. Operator  | 54.20 |
| Tractor Trailer Driver  | 51.19 |
| Groundman, Truck Driver | 48.18 |
| Equipment Mechanic      | 48.18 |
| Flagman                 | 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. Includes access matting for line work.

|                        |          |
|------------------------|----------|
| Group A:               |          |
| Lineman, Tech, Welder  | \$ 61.41 |
| Crane, Crawler Backhoe | 61.41    |

|                         |       |
|-------------------------|-------|
| Group B:                |       |
| Digging Mach. Operator  | 55.27 |
| Tractor Trailer Driver  | 52.20 |
| Groundman, Truck Driver | 49.13 |
| Equipment Mechanic      | 49.13 |
| Flagman                 | 36.85 |

Additional \$1.00 per hour for entire crew when a helicopter is used.

#### **SHIFT WORK**

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT

8:00 AM to 4:30 PM REGULAR RATE

|           |                                              |
|-----------|----------------------------------------------|
| 2ND SHIFT | 4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %  |
| 3RD SHIFT | 12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 % |

### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A                      \$ 30.90  
                                    \*plus 7% of  
                                    the hourly  
                                    wage paid

Group B                      \$ 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.

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 Journeyworker's Lineman wage.

|     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
| 60% | 65% | 70% | 75% | 80% | 85% | 90% |

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 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

## Lineman Electrician - Teledata

02/01/2025

**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).

07/01/2024

01/01/2025

|                        |          |          |
|------------------------|----------|----------|
| Cable Splicer          | \$ 39.24 | \$ 40.81 |
| Installer, Repairman   | \$ 37.24 | \$ 38.73 |
| Teledata Lineman       | \$ 37.24 | \$ 38.73 |
| Tech., Equip. Operator | \$ 37.24 | \$ 38.73 |
| Groundman              | \$ 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.

## SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

|           |                       |
|-----------|-----------------------|
| 1ST SHIFT | REGULAR RATE          |
| 2ND SHIFT | REGULAR RATE PLUS 10% |
| 3RD SHIFT | REGULAR RATE PLUS 15% |

## SUPPLEMENTAL BENEFITS

|               |                                      |                                      |
|---------------|--------------------------------------|--------------------------------------|
| Per hour:     | 07/01/2024                           | 01/01/2025                           |
| Journeyworker | \$ 5.70                              | \$ 5.70                              |
|               | *plus 3% of<br>the hour<br>wage paid | *plus 3% of<br>the hour<br>wage paid |

\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

## HOLIDAY

|           |                                |
|-----------|--------------------------------|
| Paid:     | See (1) on HOLIDAY PAGE        |
| Overtime: | See (5, 6, 16) on HOLIDAY PAGE |

6-1249LT - Teledata

|                                                       |                   |
|-------------------------------------------------------|-------------------|
| <b>Lineman Electrician - Traffic Signal, Lighting</b> | <b>02/01/2025</b> |
|-------------------------------------------------------|-------------------|

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

## ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

## WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

|           |            |
|-----------|------------|
| Per hour: | 07/01/2024 |
|-----------|------------|

### Group A:

|                        |          |
|------------------------|----------|
| Lineman, Technician    | \$ 51.82 |
| Crane, Crawler Backhoe | 51.82    |
| Certified Welder       | 54.41    |

### Group B:

|                         |       |
|-------------------------|-------|
| Digging Machine         | 46.64 |
| Tractor Trailer Driver  | 44.05 |
| Groundman, Truck Driver | 41.46 |
| Equipment Mechanic      | 41.46 |
| Flagman                 | 31.09 |

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

### SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

|           |                                             |
|-----------|---------------------------------------------|
| 1ST SHIFT | 8:00 AM TO 4:30 PM REGULAR RATE             |
| 2ND SHIFT | 4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%  |
| 3RD SHIFT | 12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4% |

### SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A: \$ 30.90  
\*plus 7% of  
the hourly  
wage paid

Group B \$ 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.

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 and Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and 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 Journeyworker's Lineman wage.

|     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
| 60% | 65% | 70% | 75% | 80% | 85% | 90% |

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aReg8LT

## Lineman Electrician - Tree Trimmer

02/01/2025

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

### WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour: 07/01/2024

|                    |          |
|--------------------|----------|
| Tree Trimmer       | \$ 31.44 |
| Equipment Operator | 27.80    |
| Equipment Mechanic | 27.80    |
| Truck Driver       | 23.15    |
| Groundman          | 19.07    |
| Flag person        | 15.00*   |

\*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

|               |                                          |
|---------------|------------------------------------------|
| Journeyworker | \$ 10.48                                 |
|               | *plus 4.5% of<br>the hourly<br>wage paid |

\* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

#### Mason - Building

02/01/2025

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

#### ENTIRE COUNTIES

Putnam, Rockland, Westchester

#### PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

#### WAGES

Per hour:

07/01/2024

|                       |          |
|-----------------------|----------|
| Bricklayer            | \$ 47.44 |
| Cement Mason          | 47.44    |
| Plasterer/Stone Mason | 47.44    |
| Pointer/Caulker       | 47.44    |

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

#### SHIFT WORK

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

#### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 38.50 |
|------------|----------|

#### OVERTIME PAY

OVERTIME:

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.  
All Others See ( B, E, Q ) on OVERTIME PAGE.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

### REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

### Mason - Building

02/01/2025

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

### WAGES

Per Hour:

07/01/2024 01/06/2025

Marble Cutters & Setters \$ 63.92 \$ 64.21

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 40.05 \$ 40.51

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage

| 1st        | 2nd       | 3rd       | 4th       | 5th       | 6th       | 7th       | 8th      |
|------------|-----------|-----------|-----------|-----------|-----------|-----------|----------|
| 0-3000     | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6750 | 6751-7500 | 7500+    |
| 07/01/2024 |           |           |           |           |           |           |          |
| \$ 27.01   | \$ 40.52  | \$ 43.88  | \$ 47.26  | \$ 50.64  | \$ 54.32  | \$ 60.71  | \$ 63.92 |
| 01/06/2025 |           |           |           |           |           |           |          |
| \$ 27.24   | \$ 40.84  | \$ 44.25  | \$ 47.63  | \$ 51.05  | \$ 54.58  | \$ 60.99  | \$ 64.21 |

Supplemental Benefits per hour:

| 1st        | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      |
|------------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2024 |          |          |          |          |          |          |          |
| \$ 26.42   | \$ 29.76 | \$ 30.61 | \$ 31.44 | \$ 32.28 | \$ 37.55 | \$ 39.23 | \$ 40.05 |
| 01/06/2025 |          |          |          |          |          |          |          |
| \$ 26.88   | \$ 30.14 | \$ 30.95 | \$ 31.78 | \$32.59  | \$38.07  | \$ 39.71 | \$ 40.51 |

9-7/4

|                         |                   |
|-------------------------|-------------------|
| <b>Mason - Building</b> | <b>02/01/2025</b> |
|-------------------------|-------------------|

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2024

|                       |          |
|-----------------------|----------|
| Bricklayer            | \$ 46.45 |
| Cement Mason          | 46.45    |
| Plasterer/Stone Mason | 46.45    |
| Pointer/Caulker       | 46.45    |

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK**

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 38.00 |
|------------|----------|

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

All Others See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

|     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

|     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

|                         |                   |
|-------------------------|-------------------|
| <b>Mason - Building</b> | <b>02/01/2025</b> |
|-------------------------|-------------------|

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour:

07/01/2024

12/02/2024

Tile, Marble,& Terrazzo

Mechanic/Setter \$ 58.06

\$ 58.23

**SUPPLEMENTAL BENEFITS**

|                |           |           |
|----------------|-----------|-----------|
| Per Hour:      |           |           |
| Journeyworker: | \$ 25.11* | \$ 25.56* |
|                | +6.14     | +6.15     |

\* This portion of benefits subject to same premium rate as shown for overtime wages.

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

| 1st        | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th    |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1-         | 751-    | 1501-   | 2251-   | 3001-   | 3751-   | 4501-   | 5251-   | 6001-   | 6751-   |
| 750        | 1500    | 2250    | 3000    | 3750    | 4500    | 5250    | 6000    | 6750    | 7500    |
| 07/01/2024 |         |         |         |         |         |         |         |         |         |
| \$22.19    | \$27.21 | \$34.45 | \$39.46 | \$43.07 | \$46.58 | 50.23   | \$55.24 | \$57.71 | \$62.00 |
| 12/02/2024 |         |         |         |         |         |         |         |         |         |
| \$22.29    | \$27.35 | \$34.36 | \$39.41 | \$43.05 | \$46.60 | \$50.29 | \$55.33 | \$57.84 | \$62.20 |

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

| 1st        | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2024 |          |          |          |          |          |          |          |          |          |
| \$12.55*   | \$12.55* | \$15.36* | \$15.36* | \$16.36* | \$17.86* | \$18.86* | \$18.86* | \$18.86* | \$24.11* |
| + 0.76     | + 0.81   | + 0.91   | + 0.96   | + 1.43   | + 1.48   | + 1.91   | + 1.97   | + 4.57   | + 5.18   |
| 12/02/2024 |          |          |          |          |          |          |          |          |          |
| \$12.70*   | \$12.70* | \$15.81* | \$15.81* | \$16.81* | \$18.31* | \$19.31* | \$19.31* | \$19.31* | \$24.56* |
| + 0.76     | + 0.81   | + 0.91   | + 0.96   | + 1.43   | + 1.48   | + 1.91   | + 1.97   | + 4.57   | + 5.18   |

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

| 1st        | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th    |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1-         | 751-    | 1501-   | 2251-   | 3001-   | 3751-   | 4501-   | 5251-   | 6001-   | 6751-   |
| 750        | 1500    | 2250    | 3000    | 3750    | 4500    | 5250    | 6000    | 6750    | 7500    |
| 07/01/2024 |         |         |         |         |         |         |         |         |         |
| \$22.06    | \$26.44 | \$28.50 | \$32.88 | \$35.84 | \$39.71 | \$43.21 | \$46.59 | \$47.95 | \$51.44 |
| 12/02/2024 |         |         |         |         |         |         |         |         |         |
| \$22.06    | \$26.44 | \$28.50 | \$32.88 | \$35.84 | \$39.71 | \$43.21 | \$46.59 | \$47.95 | \$51.94 |

Supplemental Benefits per hour:

(Counties of Dutchess, Sullivan, Ulster)

| 1st        | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2024 |          |          |          |          |          |          |          |          |          |
| \$12.55*   | \$12.55* | \$14.86* | \$14.86* | \$15.86* | \$16.36* | \$16.86* | \$17.86* | \$17.86* | \$22.61* |
| + 0.76     | + 0.80   | + 0.85   | + 0.89   | + 1.35   | + 1.40   | + 1.82   | + 1.87   | + 4.93   | + 5.02   |
| 12/02/2024 |          |          |          |          |          |          |          |          |          |
| \$12.55*   | \$12.55* | \$14.86* | \$14.86* | \$15.86* | \$16.36* | \$16.86* | \$17.86* | \$17.86* | \$22.61* |
| + 0.76     | + 0.80   | + 0.85   | + 0.89   | + 1.35   | + 1.40   | + 1.82   | + 1.87   | + 4.93   | + 5.02   |

\* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52B

|                         |                   |
|-------------------------|-------------------|
| <b>Mason - Building</b> | <b>02/01/2025</b> |
|-------------------------|-------------------|

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

|                   |            |            |
|-------------------|------------|------------|
| Per hour:         | 07/01/2024 | 12/02/2024 |
| Building          |            |            |
| Tile, Marble, &   |            |            |
| Terrazzo Finisher | \$ 47.74   | \$ 47.82   |

\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Journeyworker:

|          |           |           |
|----------|-----------|-----------|
| Per Hour | \$ 22.11* | \$ 22.56* |
|          | + 6.01    | + 6.02    |

\*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY**

See (A, \*E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours on Saturdays.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

|                                  |                   |
|----------------------------------|-------------------|
| <b>Mason - Heavy&amp;Highway</b> | <b>02/01/2025</b> |
|----------------------------------|-------------------|

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

|                    |            |
|--------------------|------------|
| Per hour:          | 07/01/2024 |
| Bricklayer         | \$ 47.94   |
| Cement Mason       | 47.94      |
| Marble/Stone Mason | 47.94      |
| Plasterer          | 47.94      |
| Pointer/Caulker    | 47.94      |

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK**

When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium  
Second shift an additional 15% of wage plus benefits to be paid  
Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 38.50

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W )  
All Others See ( B, E, Q, )

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

## REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

## Mason - Heavy&Highway

02/01/2025

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

### PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

### WAGES

Per hour:

07/01/2024

|                    |          |
|--------------------|----------|
| Bricklayer         | \$ 46.95 |
| Cement Mason       | 46.95    |
| Marble/Stone Mason | 46.95    |
| Plasterer          | 46.95    |
| Pointer/Caulker    | 46.95    |

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

### SHIFT WORK

When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 38.00

### OVERTIME PAY

Cement Mason See ( B, E, Q, W )

All Others See ( B, E, Q )

### HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

## REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

## **Operating Engineer - Building / Heavy&Highway**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 11

### **ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

### **WAGES**

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combination Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmed-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Bauer, AMI and Similar Types); Drillmaster, Quarmaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradall's; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer); Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer (Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist\*\*\*"; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeezecrete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Barrier Moving Machine-Zipper; Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self - propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Pot Hole Killer Trucks or equivalent; Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flow type Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

|                                                                | 07/01/2024          | 07/01/2025<br>Additional |
|----------------------------------------------------------------|---------------------|--------------------------|
| Class A5                                                       | \$ 66.97 plus 5.00* | \$ 2.50***               |
| Class A4                                                       | 65.97 plus 5.00*    | 2.50***                  |
| Class A3                                                       | 64.97 plus 5.00*    | 2.50***                  |
| Class A2                                                       | 62.47 plus 5.00*    | 2.50***                  |
| Class A1                                                       | 61.47 plus 5.00*    | 2.50***                  |
| Class A                                                        | 60.47 plus 5.00*    | 2.50***                  |
| Class B                                                        | 58.88 plus 5.00*    | 2.50***                  |
| Class C                                                        | 56.97 plus 5.00*    | 2.50***                  |
| Class D                                                        | 55.34 plus 5.00*    | 2.50***                  |
| Class E                                                        | 51.63 plus 5.00*    | 2.50***                  |
| Safety Engineer                                                | 61.21 plus 5.00*    | 2.50***                  |
| Helicopter:                                                    |                     |                          |
| Pilot/Engineer                                                 | 62.29 plus 5.00*    | 2.50***                  |
| Co Pilot                                                       | 60.47 plus 5.00*    | 2.50***                  |
| Communications Engineer                                        | 60.47 plus 5.00*    | 2.50***                  |
| Surveying:                                                     |                     |                          |
| Chief of Party                                                 | 60.47 plus 5.00*    | 2.50***                  |
| Transit/Instrument Man                                         | 51.63 plus 5.00*    | 2.50***                  |
| Rod/Chainman                                                   | 51.05 plus 5.00*    | 2.50***                  |
| Additional \$0.75 for Survey work Tunnel under compressed air. |                     |                          |
| Additional \$0.50 for Hydrographic work.                       |                     |                          |

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

**\*\*Outside Material Hoist (Class B)** receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

**\*\*\*To be allocated at a later date**

- On **HAZARDOUS WASTE REMOVAL** or **ASBESTOS REMOVAL** work, or any state or federally **DESIGNATED HAZARDOUS WASTE SITE**:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

### SHIFT WORK

- **SHIFT WORK**: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.00\*

\*15% premium is also required on shift work benefits

### OVERTIME PAY

See (B, E, Q, \*V, X) on OVERTIME PAGE

\*15% premium is also required on shift work benefits

### HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage:

|          |                                     |
|----------|-------------------------------------|
| 1st year | 60% of Class base wage plus \$5.00* |
| 2nd year | 70% of Class base wage plus \$5.00* |
| 3rd year | 80% of Class base wage plus \$5.00* |
| 4th year | 90% of Class base wage plus \$5.00* |

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 34.00

11-825

### Operating Engineer - Marine Dredging

02/01/2025

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT** 4

### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

### WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour: 07/01/2024

CLASS A1 \$ 45.26

Deck Captain, Leverman,  
Mechanical Dredge Operator,  
Licensed Tug Operator 1000HP or more.

|                                                                                                                                                                                                                    |                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| CLASS A2<br>Crane Operator (360 swing)                                                                                                                                                                             | 40.33                                                                                                                |
| CLASS B<br>Dozer, Front Loader<br>Operator on Land                                                                                                                                                                 | To conform to Operating Engineer<br>Prevailing Wage in locality where work<br>is being performed including benefits. |
| CLASS B1<br>Derrick Operator (180 swing)<br>Spider/Spill Barge Operator<br>Operator II, Fill Placer, Engineer<br>Chief Mate, Electrician, Chief Welder,<br>Maintenance Engineer, Licensed Boat, Crew Boat Operator | 39.14                                                                                                                |
| CLASS B2<br>Certified Welder                                                                                                                                                                                       | 36.84                                                                                                                |
| CLASS C1<br>Drag Barge Operator,<br>Steward, Mate,<br>Assistant Fill Placer                                                                                                                                        | 35.83                                                                                                                |
| CLASS C2<br>Boat Operator                                                                                                                                                                                          | 34.68                                                                                                                |
| CLASS D<br>Shoreman, Deckhand, Oiler,<br>Rodman, Scowman, Cook,<br>Messman, Porter/Janitor                                                                                                                         | 28.81                                                                                                                |

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

|                   |                                                                             |
|-------------------|-----------------------------------------------------------------------------|
| All Classes A & B | \$ 12.00 plus 7%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 |
|-------------------|-----------------------------------------------------------------------------|

|                 |                                                                             |
|-----------------|-----------------------------------------------------------------------------|
| All Class C & D | \$ 11.75 plus 7%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.50 |
|-----------------|-----------------------------------------------------------------------------|

#### **OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

#### **HOLIDAY**

|           |                                       |
|-----------|---------------------------------------|
| Paid:     | See (1) on HOLIDAY PAGE               |
| Overtime: | See (5, 6, 8, 15, 26) on HOLIDAY PAGE |

4-25a-MarDredge

|                                            |                   |
|--------------------------------------------|-------------------|
| <b>Operating Engineer - Steel Erectors</b> | <b>02/01/2025</b> |
|--------------------------------------------|-------------------|

**JOB DESCRIPTION** Operating Engineer - Steel Erectors

**DISTRICT** 11

#### **ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

#### **WAGES**

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

|                                                                 | 07/01/2024          | 07/01/2025<br>Additional |
|-----------------------------------------------------------------|---------------------|--------------------------|
| Class A3                                                        | \$ 68.99 plus 5.00* | \$ 2.50**                |
| Class A2                                                        | 67.33 plus 5.00*    | 2.50**                   |
| Class A1                                                        | 64.49 plus 5.00*    | 2.50**                   |
| Class A                                                         | 62.83 plus 5.00*    | 2.50**                   |
| Class B                                                         | 60.04 plus 5.00*    | 2.50**                   |
| Class C                                                         | 57.38 plus 5.00*    | 2.50**                   |
| Class D                                                         | 55.85 plus 5.00*    | 2.50**                   |
| Class E                                                         | 52.09 plus 5.00*    | 2.50**                   |
| Vacuum Truck                                                    | 60.80 plus 5.00*    | 2.50**                   |
| Safety Engineer                                                 | 61.66 plus 5.00*    | 2.50**                   |
| Helicopter:                                                     |                     |                          |
| Pilot/Engineer                                                  | 64.49 plus 5.00*    | 2.50**                   |
| Co Pilot                                                        | 64.10 plus 5.00*    | 2.50**                   |
| Communications Engineer                                         | 64.10 plus 5.00*    | 2.50**                   |
| Surveying:                                                      |                     |                          |
| Chief of Party                                                  | 60.80 plus 5.00*    | 2.50**                   |
| Transit/Instrument man                                          | 52.09 plus 5.00*    | 2.50**                   |
| Rod/Chainman                                                    | 51.05 plus 5.00*    | 2.50**                   |
| Additional \$0.75 for Survey work Tunnels under compressed air. |                     |                          |
| Additional \$0.50 for Hydrographic work.                        |                     |                          |

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*To be allocated at a later date

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

## SHIFT WORK

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.00\*

\*15% premium is also required on shift work benefits

### OVERTIME PAY

See (B, E, Q, \*V, X) on OVERTIME PAGE

\*15% premium is also required on shift work benefits

### HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

|          |                                     |
|----------|-------------------------------------|
| 1st year | 60% of Class base wage plus \$5.00* |
| 2nd year | 70% of Class base wage plus \$5.00* |
| 3rd year | 80% of Class base wage plus \$5.00* |
| 4th year | 90% of Class base wage plus \$5.00* |

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 34.00

11-825SE

### Painter

02/01/2025

### JOB DESCRIPTION Painter

DISTRICT 1

### ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

### WAGES

| Per hour            | 07/01/2024 | 05/01/2025<br>Additional |
|---------------------|------------|--------------------------|
| Brush/Paper Hanger  | \$ 38.81   | \$ 1.99*                 |
| Dry Wall Finisher   | 38.81      | 1.99*                    |
| Lead Abatement      | 38.81      | 1.99*                    |
| Sandblaster-Painter | 38.81      | 1.99*                    |
| Spray Rate          | 39.81      | 1.99*                    |

(\*) To be allocated at later date.

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 27.37

### 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

Six (6) month terms at the following percentage of Journeyperson's wage

|     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| 50% | 55% | 65% | 75% | 85% | 95% |

Supplemental Benefits per hour worked

|            |          |
|------------|----------|
| 1st term   | \$ 11.39 |
| All others | 27.37    |

1-155

---

**Painter - Bridge & Structural Steel****02/01/2025**

---

**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: | 07/01/2024 |
|                  | \$ 56.00   |
|                  | + 10.35*   |

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour 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: | \$ 12.43 |
|                | + 31.55* |

\* 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 (50 hour 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                          | \$ 22.40 |
|                                   | + 4.14   |
| 2nd year                          | \$ 33.60 |
|                                   | + 6.21   |
| 3rd year                          | \$ 44.80 |
|                                   | + 8.28   |
| Supplemental Benefits - Per hour: |          |
| 1st year                          | \$ 1.16  |
|                                   | + 12.62  |
| 2nd year                          | \$ 7.46  |

|          |         |
|----------|---------|
|          | + 18.93 |
| 3rd year | \$ 9.94 |
|          | + 25.24 |

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

|                                |                   |
|--------------------------------|-------------------|
| <b>Painter - Line Striping</b> | <b>02/01/2025</b> |
|--------------------------------|-------------------|

**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): | 07/01/2024 | 04/01/2025 | 04/01/2026 |
| Striping-Machine Operator*  | \$ 34.12   | \$ 35.49   | \$ 36.93   |
| Linerman Thermoplastic      | 41.12      | 42.74      | 44.44      |

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.

**SHIFT WORK**

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:

|                            |         |          |          |
|----------------------------|---------|----------|----------|
| Striping Machine Operator: | \$23.65 | \$ 24.30 | \$ 24.95 |
| Linerman Thermoplastic:    | 23.65   | 24.30    | 24.95    |

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

|           |            |            |            |            |
|-----------|------------|------------|------------|------------|
|           | 07/01/2024 | 01/01/2025 | 04/01/2025 | 04/01/2026 |
| 1st Term: | \$ 16.00   | \$ 16.50   | \$ 16.50   | \$ 16.50   |
| 2nd Term: | 20.47      | 20.47      | 21.29      | 22.16      |
| 3rd Term: | 27.30      | 27.30      | 28.39      | 29.54      |

Supplemental Benefits per hour:

|            |          |          |          |          |
|------------|----------|----------|----------|----------|
| All terms: | \$ 23.65 | \$ 23.65 | \$ 24.30 | \$ 24.95 |
|------------|----------|----------|----------|----------|

8-1456-LS

|                                 |                   |
|---------------------------------|-------------------|
| <b>Painter - Metal Polisher</b> | <b>02/01/2025</b> |
|---------------------------------|-------------------|

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

|                 |            |
|-----------------|------------|
|                 | 07/01/2024 |
| Metal Polisher  | \$ 39.33   |
| Metal Polisher* | 40.43      |

Metal Polisher\*\* 43.33

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

#### OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2024

1st year \$ 19.67

2nd year 21.63

3rd year 23.60

1st year\* \$ 22.06

2nd year\* 22.07

3rd year\* 24.14

1st year\*\* \$ 22.17

2nd year\*\* 24.13

3rd year\*\* 26.10

\*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

02/01/2025

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

#### ENTIRE COUNTIES

Orange, Rockland, Sullivan

#### PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

#### WAGES

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

07/01/2024

05/01/2025

Plumber \$ 40.09

Additional  
\$ 2.50\*

\*To be allocated at a later date

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

#### SHIFT WORK

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 36.78\*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

### OVERTIME PAY

See (B, G, P, \*V) on OVERTIME PAGE

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

### HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

(1)year terms at the following wage.

07/01/2024

|          |          |
|----------|----------|
| 1st term | \$ 18.04 |
| 2nd term | 22.05    |
| 3rd term | 26.06    |
| 4th term | 30.07    |
| 5th term | 34.08    |

Supplemental Benefits per hour:

Apprentices

|          |           |
|----------|-----------|
| 1st term | \$ 16.62* |
| 2nd term | 20.29*    |
| 3rd term | 23.95*    |
| 4th term | 27.63*    |
| 5th term | 31.19*    |

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

11-373 Refrig

## Plumber

02/01/2025

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

### ENTIRE COUNTIES

Orange, Rockland, Sullivan

### PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

### WAGES

WAGES:(per hour) 07/01/2024

Plumber/Steamfitter \$ 51.20

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

### SHIFT WORK

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 45.57

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

### OVERTIME PAY

See (B, E, Q, \*V) on OVERTIME PAGE

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

## REGISTERED APPRENTICES

(1) year terms at the following wages.

|          | 07/01/2024 |
|----------|------------|
| 1st term | \$ 17.92   |
| 2nd term | 23.04      |
| 3rd term | 28.16      |
| 4th term | 33.28      |
| 5th term | 40.96      |

Supplemental Benefits per hour:

|          |           |
|----------|-----------|
| 1st term | \$ 16.03* |
| 2nd term | 20.58*    |
| 3rd term | 25.12*    |
| 4th term | 29.68*    |
| 5th term | 36.48*    |

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.  
11-373 SF

## Roofer

02/01/2025

**JOB DESCRIPTION** Roofer

**DISTRICT** 9

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

### WAGES

|                     |            |
|---------------------|------------|
| Per Hour:           | 07/01/2024 |
| Roofer/Waterproofer | \$ 48.50   |
|                     | + \$7.00*  |

\* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

### SUPPLEMENTAL BENEFITS

|           |          |
|-----------|----------|
| Per Hour: | \$ 31.87 |
|-----------|----------|

### OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

### HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

( 1 ) year term apprentices indentured prior to 01/01/2023

| 1st      | 2nd      | 3rd      | 4th      |
|----------|----------|----------|----------|
| \$ 16.97 | \$ 24.25 | \$ 29.10 | \$ 36.37 |
|          | + 3.50*  | + 4.20*  | + 5.26*  |

Supplements:

| 1st     | 2nd      | 3rd      | 4th      |
|---------|----------|----------|----------|
| \$ 4.10 | \$ 16.17 | \$ 19.31 | \$ 24.02 |

\* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

| 1st      | 2nd      | 3rd      | 4th      | 5th      |
|----------|----------|----------|----------|----------|
| \$ 18.43 | \$ 21.82 | \$ 24.25 | \$ 29.10 | \$ 36.37 |
|          | + 3.16*  | + 3.50*  | + 4.20*  | + 5.26   |

Supplements:

| 1st     | 2nd      | 3rd      | 4th      | 5th      |
|---------|----------|----------|----------|----------|
| \$ 7.73 | \$ 14.59 | \$ 16.17 | \$ 19.31 | \$ 24.02 |

\* This portion is not subjected to overtime premiums.

9-8R

## Sheetmetal Worker

02/01/2025

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

## ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

## WAGES

|                   |            |
|-------------------|------------|
|                   | 07/01/2024 |
| SheetMetal Worker | \$ 49.51   |
|                   | + 3.71*    |

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

## SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:  
10% increase for additional shifts for a minimum of five (5) days

## SUPPLEMENTAL BENEFITS

|               |          |
|---------------|----------|
| Journeyworker | \$ 46.20 |
|---------------|----------|

## OVERTIME PAY

OVERTIME:.. See ( B, E, Q, ) on OVERTIME PAGE.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

## REGISTERED APPRENTICES

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 20.20 | \$ 20.81 | \$ 23.12 | \$ 25.42 | \$ 27.74 | \$ 30.08 | \$ 32.86 | \$ 35.63 |
| + 1.48*  | + 1.67*  | + 1.86*  | + 2.04*  | + 2.23*  | + 2.41*  | + 2.60*  | + 2.78*  |

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

|             |          |
|-------------|----------|
| Apprentices |          |
| 1st term    | \$ 18.07 |
| 2nd term    | 22.24    |
| 3rd term    | 24.71    |
| 4th term    | 27.21    |
| 5th term    | 29.67    |
| 6th term    | 32.12    |
| 7th term    | 34.12    |
| 8th term    | 36.15    |

8-38

## Sprinkler Fitter

02/01/2025

## JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

## ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

## WAGES

|          |            |
|----------|------------|
| Per hour | 07/01/2024 |
|----------|------------|

|           |          |
|-----------|----------|
| Sprinkler | \$ 53.34 |
| Fitter    |          |

## SUPPLEMENTAL BENEFITS

Per hour

|               |          |
|---------------|----------|
| Journeyworker | \$ 30.77 |
|---------------|----------|

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

## REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

|                                |          |          |          |          |          |          |          |          |          |
|--------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st                            | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
| \$ 25.89                       | \$ 28.77 | \$ 31.39 | \$ 34.27 | \$ 37.14 | \$ 40.02 | \$ 42.90 | \$ 45.77 | \$ 48.65 | \$ 51.53 |
| Supplemental Benefits per hour |          |          |          |          |          |          |          |          |          |
| 1st                            | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
| \$ 9.18                        | \$ 9.18  | \$ 20.90 | \$ 20.90 | \$ 21.15 | \$ 21.15 | \$ 21.15 | \$ 21.15 | \$ 21.15 | \$ 21.15 |
|                                |          |          |          |          |          |          |          |          | 1-669.2  |

|                                                |                   |
|------------------------------------------------|-------------------|
| <b>Teamster - Building / Heavy&amp;Highway</b> | <b>02/01/2025</b> |
|------------------------------------------------|-------------------|

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30-yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2024

|          |          |
|----------|----------|
| GROUP 1  | \$ 34.58 |
| GROUP 1A | 35.72    |
| GROUP 2  | 34.02    |
| GROUP 3  | 33.80    |
| GROUP 4  | 33.69    |
| GROUP 5  | 33.57    |
| GROUP 6  | 33.57    |

**NOTE ADDITIONAL PREMIUMS:**

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

**SHIFT WORK**

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

**SUPPLEMENTAL BENEFITS**

Per hour:

|                |          |
|----------------|----------|
| First 40 hours | \$ 44.59 |
| Over 40 hours  | 36.99    |

**OVERTIME PAY**

See (\*B, E, \*\*E2, \*\*\*P, X) on OVERTIME PAGE

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

**HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (\*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

**Teamster - Delivery - Building / Heavy&Highway**

**02/01/2025**

**JOB DESCRIPTION** Teamster - Delivery - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

Group 1 Tractor Trailer Drivers

Group 2 Tri- Axle

Wages: 07/01/2024

Group 1 \$ 33.70

Group 2 29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

First 40 hours \$ 32.30

Over 40 hours 0.00

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.

- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.

- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

**Welder**

**02/01/2025**

**JOB DESCRIPTION** Welder

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2024

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

## Orange County Residential

### Carpenter - Residential

02/01/2025

**JOB DESCRIPTION** Carpenter - Residential

**DISTRICT** 11

#### ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

#### WAGES

\*\*\*IMPORTANT NOTE: Residential construction consists of those projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) floors in height, town homes, row houses, single family homes, mobile homes, multi-family houses, apartment building of four (4) floors or less and assisted living facilities of four (4) floors or less. Excluding dormitories and student housing. Four (4) stories shall be above ground level and shall not include the building's basement nor unfinished attic space.

07/01/2024

|           |          |
|-----------|----------|
| Carpenter | \$ 24.17 |
|           | + 4.14*  |

\*For all hours paid straight or premium.

#### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 19.98 |
|------------|----------|

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Holidays that fall on Sunday will be observed Monday.

#### REGISTERED APPRENTICES

1 year terms at the following rates:

|          |          |          |          |
|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      |
| \$ 15.06 | \$ 15.82 | \$ 16.92 | \$ 19.34 |
| +2.04*   | +2.04*   | +2.04*   | +2.04*   |

\*For all hours paid straight or premium.

SUPPLEMENTAL BENEFITS per hour:

|                       |          |
|-----------------------|----------|
| Apprentices all terms | \$ 10.65 |
|-----------------------|----------|

11-279.2r

### Electrician - Residential

02/01/2025

**JOB DESCRIPTION** Electrician - Residential

**DISTRICT** 11

#### ENTIRE COUNTIES

Orange, Putnam, Rockland

#### PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill and Beacon.

#### WAGES

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

Per hour:

07/01/2024

|                                |          |
|--------------------------------|----------|
| Electrician Wireman/Technician | \$ 50.50 |
|                                | + 9.50*  |

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

### SHIFT WORK

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

|                          |                     |
|--------------------------|---------------------|
| Between 4:30pm & 12:30am | \$ 59.30<br>+ 9.50* |
| Between 12:30am & 8:30am | \$66.35<br>+ 9.50*  |

### SUPPLEMENTAL BENEFITS

|            |                                                    |
|------------|----------------------------------------------------|
| Per hour:  | 07/01/2024                                         |
| Journeyman | \$ 29.68 plus<br>3% of straight<br>or premium wage |

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

|           |                                            |
|-----------|--------------------------------------------|
| Paid:     | See (1) on HOLIDAY PAGE                    |
| Overtime: | See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE |

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

### REGISTERED APPRENTICES

#### WAGES:

(1)year terms at the following rates

|            |                    |                    |                    |                    |                    |                    |
|------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 07/01/2024 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 16.01<br>+1.00* | \$ 19.40<br>+1.00* | \$ 24.25<br>+1.50* | \$ 29.10<br>+2.00* | \$ 33.95<br>+2.50* | \$ 36.38<br>+2.50* |
| 2nd Shift  | 18.78<br>+1.00*    | 22.76<br>+1.00*    | 28.45<br>+1.50*    | 34.13<br>+2.00*    | 39.82<br>+2.50*    | 42.67<br>+2.50*    |
| 3rd Shift  | 21.04<br>+1.00*    | 25.49<br>+1.00*    | 31.86<br>+1.50*    | 38.24<br>+2.00*    | 44.61<br>+2.50*    | 47.80<br>+2.50*    |
| 09/01/2024 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 16.01<br>+1.00* | \$ 19.40<br>+1.00* | \$ 24.25<br>+1.00* | \$ 29.10<br>+2.00* | \$ 33.95<br>+2.50* | \$ 36.38<br>+2.50* |
| 2nd Shift  | 18.78<br>+1.00*    | 22.76<br>+1.00*    | 28.45<br>+1.00*    | 34.13<br>+2.00*    | 39.82<br>+2.50*    | 42.67<br>+2.50*    |
| 3rd Shift  | 21.04<br>+1.00*    | 25.49<br>+1.00*    | 31.86<br>+1.00*    | 38.24<br>+2.00*    | 44.61<br>+2.50*    | 47.80<br>+2.50*    |
| 04/01/2025 | 1st                | 2nd                | 3rd                | 4th                | 5th                | 6th                |
| 1st Shift  | \$ 16.34<br>+1.00* | \$ 19.80<br>+1.00* | \$ 24.75<br>+1.00* | \$ 29.70<br>+2.00* | \$ 34.65<br>+2.50* | \$ 37.13<br>+2.50* |
| 2nd Shift  | 19.17<br>+1.00*    | 23.23<br>+1.00*    | 29.03<br>+1.00*    | 34.84<br>+2.00*    | 40.64<br>+2.50*    | 43.55<br>+2.50*    |
| 3rd Shift  | 21.47<br>+1.00*    | 26.02<br>+1.00*    | 32.52<br>+1.00*    | 39.03<br>+2.00*    | 45.53<br>+2.50*    | 48.79<br>+2.50*    |

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

#### SUPPLEMENTAL BENEFITS per hour:

|            |                                              |
|------------|----------------------------------------------|
| 07/01/2024 |                                              |
| 1st term   | \$ 16.28 plus 3% of straight or premium wage |
| 2nd term   | \$ 16.28 plus 3% of straight or premium wage |
| 3rd term   | \$ 18.28 plus 3% of straight or premium wage |
| 4th term   | \$ 18.78 plus 3% of straight or premium wage |
| 5th term   | \$ 20.28 plus 3% of straight or premium wage |
| 6th term   | \$ 20.28 plus 3% of straight or premium wage |
| 09/01/2024 |                                              |
| 1st term   | \$ 16.28 plus 3% of straight or premium wage |
| 2nd term   | \$ 17.78 plus 3% of straight or premium wage |
| 3rd term   | \$ 18.78 plus 3% of straight or premium wage |

|          |                                              |
|----------|----------------------------------------------|
| 4th term | \$ 19.78 plus 3% of straight or premium wage |
| 5th term | \$ 21.28 plus 3% of straight or premium wage |
| 6th term | \$ 21.28 plus 3% of straight or premium wage |

11-R363/1

---

**Insulator - Heat & Frost - Residential****02/01/2025**

---

**JOB DESCRIPTION** Insulator - Heat & Frost - Residential**DISTRICT 8****ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: All residential plumbing, heating and air conditioning and site work in a single-family residence or a single family residential development under one roof, regardless of cost and garden type apartment buildings or developments which do not exceed three stories high.

Per hour: 07/01/2024

Asbestos Worker \$ 49.70

Apprentices 32.97

Fire Stop Work\*  
Asbestos Worker 32.97

\* Applies on all exclusive Fire Stop Work (when contract is for Fire Stop Work only). No apprentices on these contracts only.

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**Per hour:  
Journeyworker \$ 30.74

Apprentice 19.48

Fire Stop Work:  
Journeyworker 19.48**OVERTIME PAY**

OVERTIME: See ( B, E, Q, T, V ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Paid:..... See ( 1 ) on HOLIDAY PAGE.

Overtime:... See ( 2, 4, 6, 16, 25 ) on HOLIDAY PAGE.

8-91R

---

**Laborer - Residential****02/01/2025**

---

**JOB DESCRIPTION** Laborer - Residential**DISTRICT 11****ENTIRE COUNTIES**

Orange, Otsego, Sullivan, Ulster

**PARTIAL COUNTIES**

Chenango: Only the Townships of Columbus, Sherburne and New Berlin.

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport.

Greene: Only the Township of Catskill.

**WAGES**

GENERAL LABORER: Laborer.

PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)  
07/01/2024

General \$ 32.50

Premium \$ 37.50

This shall cover work within five feet of the building foundation line. This applies to the construction, alterations and repairs of detached houses, townhouses, duplexes, apartments not exceeding three stories in height and condominiums all of which shall serve as a primary residency.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 19.20

#### OVERTIME PAY

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

#### HOLIDAY

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

11-17R

### Plumber - Residential

02/01/2025

**JOB DESCRIPTION** Plumber - Residential

**DISTRICT** 11

#### ENTIRE COUNTIES

Orange, Rockland, Sullivan

#### PARTIAL COUNTIES

Ulster: Only the Townships Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

#### WAGES

RESIDENTIAL (One and Two Family).

Plumbing /HVAC for construction and repair to plumbing and heating systems in single or two-family houses and not to be used on municipality work.

WAGES: (per hour)

07/01/2024

Plumber/Steamfitter \$ 36.00

#### SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS per hour:

Journeyman \$ 20.90

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

(1) year terms at the following wages.

07/01/2024

1st term \$ 18.00

2nd term 19.80

3rd term 21.60

4th term 25.20

5th term 30.60

Supplemental Benefits per hour:

1st term \$ 12.65

2nd term 13.48

3rd term 14.30

4th term 15.95

5th term 18.43

11-373.r

### Sheetmetal Worker - Residential

02/01/2025

**JOB DESCRIPTION** Sheetmetal Worker - Residential

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

#### WAGES

\*\*\*IMPORTANT NOTE: HVAC work on single family dwellings, multiple family housing units, apartments and condominium homes where each individual family apartment is individually conditioned by separate and independent unit or system.

Per hour: 07/01/2024

Sheetmetal Worker \$ 34.40  
+ 1.91\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

#### SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:  
10% increase for additional shifts for a minimum of five (5) days

#### SUPPLEMENTAL BENEFITS

Journeyworker \$ 24.11

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

WAGES - Per hour:

(1/2) year terms at the following rates.

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$18.12  | \$19.81  | \$21.49  | \$23.10  | \$25.13  | \$27.01  | \$29.07  | \$30.86  |
| +\$ .96* | +\$1.07* | +\$1.18* | +\$1.29* | +\$1.40* | +\$1.49* | +\$1.60* | +\$1.71* |

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits - Per hour:

|     |          |
|-----|----------|
| 1st | \$ 14.13 |
| 2nd | 15.35    |
| 3rd | 16.59    |
| 4th | 17.88    |
| 5th | 18.78    |
| 6th | 19.83    |
| 7th | 20.67    |
| 8th | 21.79    |

8-38r

#### Sprinkler Fitter - Residential

02/01/2025

**JOB DESCRIPTION** Sprinkler Fitter - Residential

**DISTRICT** 1

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

#### 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

07/01/2024

Sprinkler \$ 43.15  
Fitter

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 30.77

#### OVERTIME PAY

See (B, H) on OVERTIME PAGE

#### HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

1-669r2

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( B3 ) Time and one half of the hourly rate after 40 straight hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) 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

# **Federal Prevailing Wage Rates**

This page intentionally left blank.

Superseded General Decision Number: NY20240007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

ASBE0040-003 05/01/2024

SULLIVAN AND ULSTER COUNTIES

|                                                                                                                                                                                                                               | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| HAZARDOUS MATERIAL HANDLER                                                                                                                                                                                                    |          |         |
| Duties limited to<br>preparation wetting;<br>stripping; removal;<br>scrapping; vacuuming;<br>bagging; and disposing of<br>all insulation materials<br>whether they contain<br>asbestos or not from<br>mechanical systems..... | \$ 38.40 | 24.42   |
| Insulator/asbestos worker<br>(includes application of<br>all insulating materials,<br>protective coverings,<br>coatings and finishes to<br>all types of mechanical<br>systems).....                                           | \$ 40.46 | 26.86   |

-----  
ASBE0091-002 06/03/2024

DUTCHESS AND ORANGE COUNTIES

|                                                                                                                                                                                                                               | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| HAZARDOUS MATERIAL HANDLER                                                                                                                                                                                                    |          |         |
| Duties limited to<br>preparation, wetting,<br>stripping, removal<br>scrapping, vacuuming,<br>bagging and disposing of<br>all insulation materials;<br>whether they contain<br>asbestos or not from<br>mechanical systems..... | \$ 45.37 | 48.65   |
| Insulator/asbestos worker<br>(Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings, and finishes to<br>all types of mechanical<br>systems).....                                          | \$ 45.37 | 48.65   |

-----  
BOIL0005-001 01/01/2024

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 67.38 | 49.33+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

-----

|                                                                                                                                                                   | Rates | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------|
| BRICKLAYER (BUILDING<br>CONSTRUCTION)                                                                                                                             |       |         |
| DUTCHESS, ORANGE<br>(Excluding the town of<br>Tuxedo) and ULSTER COUNTIES<br>Bricklayers, Cement<br>Masons, Plasterers, Stone<br>Masons.....\$ 45.00              |       | 36.89   |
| ORANGE COUNTY (Town of<br>Tuxedo)<br>Bricklayers, Cement<br>Masons, Plasterers, Stone<br>Masons.....\$ 45.89                                                      |       | 37.45   |
| BRICKLAYER (HEAVY<br>CONSTRUCTION)                                                                                                                                |       |         |
| DUTCHESS, ORANGE<br>(Excluding the town of<br>Tuxedo) and ULSTER COUNTIES<br>Bricklayers, Cement<br>Masons, Plasterers, Stone<br>Masons.....\$ 45.50              |       | 36.89   |
| ORANGE COUNTY (Town of<br>Tuxedo)<br>Bricklayers, Cement<br>Masons, Plasterers, Stone<br>Masons.....\$ 46.39                                                      |       | 37.45   |
| BRICKLAYER (HIGHWAY<br>CONSTRUCTION)                                                                                                                              |       |         |
| DUTCHESS, ORANGE<br>(Excluding the town of<br>Tuxedo), SULLIVAN and<br>ULSTER COUNTIES<br>Bricklayers, Cement<br>Masons, Plasterers, Stone<br>Masons.....\$ 45.50 |       | 36.89   |

-----  
CARP0279-005 07/01/2024

|                                                                                          | Rates | Fringes |
|------------------------------------------------------------------------------------------|-------|---------|
| Carpenters:                                                                              |       |         |
| BUILDING CONSTRUCTION<br>Carpenters, Millwrights,<br>Pile Drivers.....\$ 43.50           |       | 30.22   |
| HEAVY & HIGHWAY<br>CONSTRUCTION<br>Carpenters, Millwrights,<br>Pile Drivers.....\$ 43.50 |       | 30.22   |

-----  
CARP0740-002 07/01/2024

DUTCHESS AND ORANGE COUNTIES

|                         | Rates | Fringes |
|-------------------------|-------|---------|
| MILLWRIGHT.....\$ 46.35 |       | 43.52   |

-----  
CARP1556-005 07/01/2024

DUTCHESS AND ORANGE COUNTIES

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Diver Tender.....                 | \$ 55.00 | 55.84   |
| Diver.....                        | \$ 75.46 | 55.84   |
| Dock Builder & Piledrivermen..... | \$ 60.59 | 55.84   |
| -----                             |          |         |
| ELEC0363-001 04/01/2023           |          |         |

|                                                                                     | Rates    | Fringes    |
|-------------------------------------------------------------------------------------|----------|------------|
| ELECTRICIAN                                                                         |          |            |
| DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....                   | \$ 45.50 | 3%+37.67+a |
| ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES..... | \$ 49.50 | 3%+37.67+a |

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

-----  
ELEC1249-002 05/01/2023

|                                                                                                                                                                                                                | Rates    | Fringes  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS) |          |          |
| Flagman.....                                                                                                                                                                                                   | \$ 30.36 | 7%+35.40 |
| Groundman (Digging Machine Operator).....                                                                                                                                                                      | \$ 45.54 | 7%+35.40 |
| Groundman (Truck Driver)....                                                                                                                                                                                   | \$ 40.48 | 7%+35.40 |
| Groundman Truck Driver (Tractor Trailer Unit).....                                                                                                                                                             | \$ 43.01 | 7%+35.40 |
| Lineman and Technician.....                                                                                                                                                                                    | \$ 50.60 | 7%+38.40 |
| Mechanic.....                                                                                                                                                                                                  | \$ 40.48 | 7%+35.40 |

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

-----  
ELEC1249-004 05/01/2023

|                                                                              | Rates | Fringes |
|------------------------------------------------------------------------------|-------|---------|
| ELECTRICIAN (Line Construction)<br>Overhead and underground distribution and |       |         |

maintenance work and all  
overhead and underground  
transmission line work  
including any and all  
fiber optic ground wire,  
fiber optic shield wire or  
any other like product by  
any other name  
manufactured for the dual  
purpose of ground fault  
protection and fiber optic  
capabilities :

|                                                       |          |          |
|-------------------------------------------------------|----------|----------|
| Flagman.....                                          | \$ 34.44 | 7%+35.40 |
| Groundman digging machine<br>operator.....            | \$ 51.66 | 7%+35.40 |
| Groundman truck driver<br>(tractor trailer unit)..... | \$ 48.79 | 7%+35.40 |
| Groundman Truck driver.....                           | \$ 45.92 | 7%+35.40 |
| Lineman and Technician.....                           | \$ 57.40 | 7%+38.40 |
| Mechanic.....                                         | \$ 45.92 | 7%+35.40 |
| Substation:                                           |          |          |
| Cable Splicer.....                                    | \$ 63.14 | 7%+38.40 |
| Flagman.....                                          | \$ 34.44 | 7%+35.40 |
| Ground man truck driver....                           | \$ 45.92 | 7%+35.40 |
| Groundman digging machine<br>operator.....            | \$ 51.66 | 7%+35.40 |
| Groundman truck driver<br>(tractor trailer unit)..... | \$ 48.79 | 7%+35.40 |
| Lineman & Technician.....                             | \$ 57.40 | 7%+38.40 |
| Mechanic.....                                         | \$ 45.92 | 7%+35.40 |

Switching structures;  
railroad catenary  
installation and  
maintenance, third rail  
type underground fluid or  
gas filled transmission  
conduit and cable  
installations (including  
any and all fiber optic  
ground product by any  
other name manufactured  
for the dual purpose of  
ground fault protection  
and fiber optic  
capabilities), pipetype  
cable installation and  
maintenance jobs or  
projects, and maintenance  
bonding of rails; Pipetype  
cable installation

|                                                       |          |          |
|-------------------------------------------------------|----------|----------|
| Cable Splicer.....                                    | \$ 64.59 | 7%+38.40 |
| Flagman.....                                          | \$ 35.23 | 7%+35.40 |
| Groundman Digging Machine<br>Operator.....            | \$ 52.85 | 7%+35.40 |
| Groundman Truck Driver<br>(tractor-trailer unit)..... | \$ 49.91 | 7%+35.40 |
| Groundman Truck Driver.....                           | \$ 46.98 | 7%+35.40 |
| Lineman & Technician.....                             | \$ 58.72 | 7%+38.40 |
| Mechanic.....                                         | \$ 46.98 | 7%+35.40 |

#### FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of

the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

-----  
ELEC1249-005 05/01/2023

SULLIVAN COUNTY

|                                                                                                                                                                                                     | Rates    | Fringes  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.) |          |          |
| Flagman.....                                                                                                                                                                                        | \$ 29.59 | 7%+35.40 |
| Groundman (Digging Machine Operator).....                                                                                                                                                           | \$ 44.39 | 7%+35.40 |
| Groundman (Truck Driver)....                                                                                                                                                                        | \$ 39.46 | 7%+35.40 |
| Groundman Truck Driver (tractor trailer unit).....                                                                                                                                                  | \$ 41.92 | 7%+35.40 |
| Lineman & Technician.....                                                                                                                                                                           | \$ 49.32 | 7%+38.40 |
| Mechanic.....                                                                                                                                                                                       | \$ 39.46 | 7%+35.40 |

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

-----  
ELEC1249-008 01/01/2024

|                                                                                          | Rates    | Fringes  |
|------------------------------------------------------------------------------------------|----------|----------|
| ELECTRICIAN (Line Construction)<br>TELEPHONE, CATV<br>FIBEROPTICS CABLE AND<br>EQUIPMENT |          |          |
| Cable splicer.....                                                                       | \$ 39.24 | 3%+5.70  |
| Groundman.....                                                                           | \$ 19.74 | 3%+5.70  |
| Installer Repairman-<br>Teledata<br>Lineman/Technician-<br>Equipment Operator.....       | \$ 37.24 | 3%+5.70  |
| Tree Trimmer.....                                                                        | \$ 31.45 | 3%+10.48 |

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

-----  
ELEV0138-001 01/01/2024

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 70.15 | 37.885+a+b |

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

-----  
ENGI0137-001 03/04/2024

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| GROUP 1A.....            | \$ 59.04 | 31.32+a |
| GROUP 1B.....            | \$ 54.41 | 31.32+a |
| GROUP 2A.....            | \$ 56.97 | 31.32+a |
| GROUP 3A.....            | \$ 54.88 | 31.32+a |
| GROUP 3B.....            | \$ 52.25 | 31.32+a |
| GROUP 4A.....            | \$ 54.33 | 31.32+a |
| GROUP 4B.....            | \$ 45.94 | 31.32+a |
| GROUP 5.....             | \$ 49.53 | 31.32+a |
| GROUP 5A.....            | \$ 61.95 | 31.32+a |
| GROUP 5B.....            | \$ 47.00 | 31.32+a |
| GROUP 6.....             | \$ 49.26 | 31.32+a |

NOTES: Hazmat: 20% above regular rate  
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hiliift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrappers over 20 yds struck);

mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; road carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

Poughkeepsie and South thereof

|                                               | Rates    | Fringes |
|-----------------------------------------------|----------|---------|
| Power Equipment Operator<br>(HEAVY & HIGHWAY) |          |         |
| GROUP 1.....                                  | \$ 68.63 | 35.25+a |
| GROUP 1-A.....                                | \$ 60.42 | 35.25+a |
| GROUP 1-B.....                                | \$ 63.70 | 35.25+a |
| GROUP 2-A.....                                | \$ 57.84 | 35.25+a |
| GROUP 2-B.....                                | \$ 59.67 | 35.25+a |
| GROUP 3.....                                  | \$ 56.81 | 35.25+a |
| GROUP 4-A.....                                | \$ 51.57 | 35.25+a |
| GROUP 4-B.....                                | \$ 44.19 | 35.25+a |
| GROUP 5.....                                  | \$ 64.02 | 35.25+a |
| GROUP 5-A-1.....                              | \$ 64.02 | 35.25+a |
| GROUP 5-A-2.....                              | \$ 77.82 | 35.25+a |
| GROUP 5-A-3.....                              | \$ 75.13 | 35.25+a |
| GROUP 5-A-4.....                              | \$ 70.41 | 35.25+a |
| GROUP 5-A-5.....                              | \$ 59.19 | 35.25+a |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,  
 (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and  
 similar machines; Boat Captain; Boring Machine (all types);  
 Bull Dozer-all sizes; Central Mix Plant Operator;  
 Chipper-all types; Close circuit t.v.; Compactor with  
 Blade; Concrete Portable Hoist; C.M.I. or similar; Conway  
 or similar mucking machines; Gradall, Shovel Backhoe, etc.  
 Grader; Derrick, (Stone- Steel; Elevator & cage, materials  
 or passengers; Front end loaders over 1 1/2 yds.; Hoist  
 Single, Double, Triple Drum, Hoist Portable Mobile Unit;  
 Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist  
 Engineer-Material, Hydraulic Boom; Letourneau or Tournapull  
 (Scrapers over 20 yds. struck); Log Skidder; Movable  
 Concrete Barrier Transfer & Transport Vehicle; mucking  
 machines; overhead crane; paver (concrete); pulsemeter;  
 push button (buzz box) elevator; road mix machines; Robot  
 Hammer (brock or similar), Ross carrier and similar  
 machines; shovels (tunnels); side boom; Slip Form Machine;  
 spreader (asphalt); scoomobile-tractor-shovel over 1 1/2  
 yards; trenching machines; telephies- vermeer concrete saw  
 trencher and/or similar; tractor-type demolition equipment,  
 Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow  
 Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton  
 and over; Scrapers - 20 yards struck; Switch Tampers;  
 Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant;  
 boiler (high pressure; concrete breaker; concrete pump  
 concrete spreader; curb cutter machine; farm tractor (all  
 types); finishing machine (concrete); fine grading machine;  
 fireman; forklift; forklift (electric); joy drill or

similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler  
GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:  
Loader Operator (over 5 cu yds) .50  
Shoval Operators (over 4 cu yd) 1.00  
Hazmat premium over regular rate 20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate  
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:  
a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

-----  
ENGI0158-006 07/01/2024

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: |          |         |
| GROUP A(1).....            | \$ 53.11 | 32.58   |
| 1.....                     | \$ 49.06 | 30.74   |

|              |          |       |
|--------------|----------|-------|
| 2.....       | \$ 50.06 | 30.74 |
| GROUP A..... | \$ 52.62 | 32.58 |
| GROUP B..... | \$ 51.60 | 32.58 |
| GROUP C..... | \$ 48.70 | 32.58 |

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), 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 truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (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, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, 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, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

-----  
ENGI0158-018 07/01/2024

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

Rates                      Fringes

Power Equipment Operator

HEAVY & HIGHWAY

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 54.90 | 32.45 |
| GROUP 2..... | \$ 53.99 | 32.45 |
| GROUP 3..... | \$ 51.42 | 32.45 |
| GROUP 4..... | \$ 60.90 | 32.45 |
| GROUP 5..... | \$ 59.40 | 32.45 |
| GROUP 6..... | \$ 57.90 | 32.45 |
| GROUP 7..... | \$ 57.01 | 32.45 |

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader ( 4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), 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, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), 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), Span-Saw, ride-on, Steam Cleaner, 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, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: 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, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

-----  
ENGI0825-007 07/01/2024

ORANGE, ULSTER AND SULLIVAN COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Power Equipment Operator  |          |         |
| BUILDING, HEAVY & HIGHWAY |          |         |
| GROUP 1.....              | \$ 60.47 | 36.25   |
| GROUP 2.....              | \$ 58.88 | 36.25   |
| GROUP 3.....              | \$ 56.97 | 36.25   |
| GROUP 4.....              | \$ 55.34 | 36.25   |
| GROUP 5.....              | \$ 51.63 | 36.25   |
| GROUP 6.....              | \$ 62.29 | 36.25   |

NOTES:

Hazmat Premium 20%  
Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types);Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker

(Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chooper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "'A"' Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "'outside material lower hoist"'; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer;

Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

-----  
ENGI0825-008 07/01/2024

ORANGE, ULSTER AND SULLIVAN COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: |          |         |
| BUILDING CONSTRUCTION      |          |         |
| STEEL ERECTION             |          |         |
| GROUP 1.....               | \$ 68.99 | 36.25   |
| GROUP 2.....               | \$ 67.33 | 36.25   |
| GROUP 3.....               | \$ 60.04 | 36.25   |
| GROUP 4.....               | \$ 57.38 | 36.25   |
| GROUP 5.....               | \$ 55.85 | 36.25   |
| GROUP 6.....               | \$ 52.09 | 36.25   |

|                                                       |          |       |
|-------------------------------------------------------|----------|-------|
| GROUP 7.....                                          | \$ 64.49 | 36.25 |
| BUILDING CONSTRUCTION TANK<br>ERECTION                |          |       |
| GROUP 1.....                                          | \$ 68.71 | 36.25 |
| GROUP 2.....                                          | \$ 67.12 | 36.25 |
| GROUP 3.....                                          | \$ 63.60 | 36.25 |
| GROUP 4.....                                          | \$ 60.03 | 36.25 |
| GROUP 5.....                                          | \$ 52.82 | 36.25 |
| OILOSTATIC MAINLINES AND<br>TRANSPORTATION PIPE LINES |          |       |
| GROUP 1.....                                          | \$ 61.10 | 36.25 |
| GROUP 2.....                                          | \$ 59.45 | 36.25 |
| GROUP 3.....                                          | \$ 57.31 | 36.25 |
| GROUP 4.....                                          | \$ 55.81 | 36.25 |
| GROUP 5.....                                          | \$ 52.09 | 36.25 |
| GROUP 6.....                                          | \$ 63.03 | 36.25 |

NOTES:

|                      |     |  |
|----------------------|-----|--|
| Hydrographic Premium | 50  |  |
| Hazmat Premium       | 20% |  |
| Tunnel Premium       | .75 |  |

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: ""A"" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

## For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

|                       |     |
|-----------------------|-----|
| NOTES: Tunnel Premium | .75 |
| Hazmat Premium        | 20% |
| Hydrographic Premium  | .50 |

### TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Comgressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All ""Dual Purpose"" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

#### FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

## For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

|                      |     |
|----------------------|-----|
| NOTES:               |     |
| Hydrographic Premium | .50 |
| Hazmat Premium       | 20% |
| Tunnel Premium       | .75 |

### OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power);Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Mulptle Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

-----  
IRON0417-001 07/01/2024

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 42.38 | 47.70+a |

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

-----  
LAB00017-002 06/01/2023

|                                                                                                                                         | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| LABORER                                                                                                                                 |          |         |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION) |          |         |
| GROUP 1.....                                                                                                                            | \$ 35.95 | 27.15   |
| GROUP 2.....                                                                                                                            | \$ 37.75 | 27.15   |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)      |          |         |
| GROUP 2.....                                                                                                                            | \$ 44.80 | 32.45+a |
| GROUP 3.....                                                                                                                            | \$ 49.40 | 32.45+a |
| ORANGE AND ULSTER COUNTIES (BUILDING CONSTRUCTION:)                                                                                     |          |         |
| GROUP 1.....                                                                                                                            | \$ 35.95 | 27.15   |

|                                                               |          |         |
|---------------------------------------------------------------|----------|---------|
| GROUP 2.....                                                  | \$ 37.75 | 27.15   |
| GROUP 3.....                                                  | \$ 40.50 | 27.15   |
| ORANGE, ULSTER, AND<br>SULLIVAN COUNTIES (HEAVY &<br>HIGHWAY) |          |         |
| GROUP 1.....                                                  | \$ 40.80 | 32.45+a |
| GROUP 2.....                                                  | \$ 44.80 | 32.45+a |
| GROUP 3.....                                                  | \$ 49.40 | 32.45+a |
| GROUP 4.....                                                  | \$ 54.70 | 32.45+a |
| TUNNEL, SHAFT & CAISSON<br>WORK                               |          |         |
| GROUP 1.....                                                  | \$ 48.05 | 29.50+a |

#### LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind durface planner, wagon drill, welding; \* asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

## BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

## LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striping, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers

jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier,

sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy duty crawler master type HCMZ any drill using 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

#### HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

#### FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

#### TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tugger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

-----  
LAB00235-003 05/01/2016

#### DUTCHESS COUNTY

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

#### Laborers:

##### BUILDING CONSTRUCTION

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 33.30 | 26.25 |
| GROUP 2..... | \$ 33.30 | 26.25 |
| GROUP 3..... | \$ 33.30 | 26.25 |

#### LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2"" or under barco machine, wreckers,

paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

-----  
LAB00235-005 05/01/2023

DUTCHESS COUNTY

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Laborers:       |          |         |
| HEAVY & HIGHWAY |          |         |
| GROUP 1.....    | \$ 36.45 | 27.80+a |
| GROUP 2.....    | \$ 42.80 | 27.80+a |
| GROUP 3.....    | \$ 43.90 | 27.80+a |

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screener, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good Friday, Washington's Birthday, November Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and Veteran's Day.

-----  
PAIN0009-004 05/01/2024

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 49.00 | 55.75   |

-----  
PAIN0155-003 05/01/2021

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Painters:                |          |         |
| Drywall Finishers.....   | \$ 35.94 | 24.66   |
| Lead Abatement Work..... | \$ 35.94 | 24.66   |
| Painter/Paperhanger..... | \$ 35.94 | 24.66   |
| Spray Rate.....          | \$ 36.94 | 24.66   |

-----  
PAIN0806-008 10/01/2024

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| PAINTER                      |          |         |
| Structural steel and Bridge. | \$ 56.25 | 55.14   |
| -----                        |          |         |
| PLUM0021-005 05/01/2024      |          |         |

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 59.35 | 43.61   |
| -----                   |          |         |
| PLUM0373-002 05/01/2024 |          |         |

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Plumber; Steamfitter.....   | \$ 51.20 | 45.57   |
| REFRIGERATION MECHANIC..... | \$ 40.09 | 36.42   |
| -----                       |          |         |
| PLUM0373-003 05/01/2024     |          |         |

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Plumber; Steamfitter..... | \$ 51.20 | 45.57   |
| -----                     |          |         |
| ROOF0008-002 05/01/2024   |          |         |

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ROOFER.....             | \$ 48.50 | 38.87   |
| -----                   |          |         |
| SFNY0669-002 04/01/2024 |          |         |

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SPRINKLER FITTER.....   | \$ 53.34 | 30.77   |
| -----                   |          |         |
| SHEE0038-001 07/01/2024 |          |         |

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 53.22 | 46.20   |
| -----                   |          |         |
| TEAM0445-001 05/01/2024 |          |         |

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Truck drivers:

|               |          |         |
|---------------|----------|---------|
| GROUP 1.....  | \$ 36.32 | 45.14+a |
| GROUP 1A..... | \$ 37.44 | 45.14+a |
| GROUP 2.....  | \$ 37.44 | 45.14+a |
| GROUP 3.....  | \$ 35.54 | 45.14+a |
| GROUP 4.....  | \$ 35.43 | 45.14+a |
| GROUP 5.....  | \$ 35.31 | 45.14+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====  
END OF GENERAL DECISION"

## PERFORMANCE BOND FOR PROCUREMENT CONTRACT

|                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Seller</b><br>Name:<br>Address <i>(principal place of business)</i> :                                                                                                                                                                           | <b>Surety</b><br>Name:<br>Address <i>(principal place of business)</i> :                                                                                                                                       |
| <b>Buyer</b><br>Name: <b>Town of Warwick</b><br>Mailing address <i>(principal place of business)</i> :<br><br><b>Town of Warwick Town Hall, Clerks Office, 132 Kings Highway, Warwick, New York 10990</b>                                          | <b>Procurement Contract</b><br>Description <i>(name and location)</i> :<br>Town of Warwick, Ball Road Precast Concrete Structure<br><br>Procurement Contract Price:<br>Effective Date of Procurement Contract: |
| <b>Bond</b><br>Bond Amount:<br>Date of Bond:<br><i>(Date of Bond cannot be earlier than Effective Date of Procurement Contract)</i><br>Modifications to this Bond form:<br><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 15 |                                                                                                                                                                                                                |
| Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.                      |                                                                                                                                                                                                                |
| Seller as Principal                                                                                                                                                                                                                                | Surety                                                                                                                                                                                                         |
| <i>(Full formal name of Seller)</i>                                                                                                                                                                                                                | <i>(Full formal name of Surety) (corporate seal)</i>                                                                                                                                                           |
| By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                             | By: _____<br><div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>                                                                                                               |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                    | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                |
| Title: _____                                                                                                                                                                                                                                       | Title: _____                                                                                                                                                                                                   |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                         | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                     |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                    | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                |
| Title: _____                                                                                                                                                                                                                                       | Title: _____                                                                                                                                                                                                   |
| <i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i>                                    |                                                                                                                                                                                                                |

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Contract, which is incorporated herein by reference.
2. If the Seller performs the Procurement Contract, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Contract, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;
  - 3.2. The Buyer declares a Seller Default, terminates the Procurement Contract, and notifies the Surety; and
  - 3.3. The Buyer has agreed to pay the Balance of the Procurement Contract Price in accordance with the terms of the Procurement Contract to the Surety or to a seller selected to perform the Procurement Contract.
4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Contract;
  - 5.2. Undertake to perform and complete the Procurement Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified sellers acceptable to the Buyer for a contract for performance and completion of the Procurement Contract, arrange for a contract to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Contract, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Contract Price incurred by the Buyer as a result of the Seller Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:
    - 5.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or

5.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Contract, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Contract. Subject to the commitment by the Buyer to pay the Balance of the Procurement Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Procurement Contract, actual damages caused by delayed performance or non-performance of the Seller.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Procurement Contract, and the Balance of the Procurement Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. *Balance of the Procurement Contract Price*—The total amount payable by the Buyer to the Seller under the Procurement Contract after all proper adjustments have been made including

allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Contract.

14.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.

14.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.

14.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.

14.5. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and changes made to the Procurement Contract.

14.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Contract.

14.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

15. Modifications to this Bond are as follows: **None**

## PAYMENT BOND FOR PROCUREMENT CONTRACT

|                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Seller</b><br>Name: <b>[Full formal name of Seller]</b><br>Address <i>(principal place of business)</i> :<br><b>[Address of Seller's principal place of business]</b>                                                                           | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address <i>(principal place of business)</i> :<br><b>[Address of Surety's principal place of business]</b>                                         |
| <b>Buyer</b><br>Name: <b>Town of Warwick</b><br>Address <i>(principal place of business)</i> :<br>132 Kings Highway<br>Warwick, New York 10990                                                                                                     | <b>Procurement Contract</b><br>Description <i>(name and location)</i> :<br>Town of Warwick, Ball Road Precast Concrete Structure<br>Procurement<br>Contract Price:<br>Effective Date of<br>Procurement Contract: |
| <b>Bond</b><br>Bond Amount:<br>Date of Bond:<br><i>(Date of Bond cannot be earlier than Effective Date of Procurement Contract)</i><br>Modifications to this Bond form:<br><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 17 |                                                                                                                                                                                                                  |
| Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.                              |                                                                                                                                                                                                                  |
| Seller as Principal                                                                                                                                                                                                                                | Surety                                                                                                                                                                                                           |
| <i>(Full formal name of Seller)</i>                                                                                                                                                                                                                | <i>(Full formal name of Surety) (corporate seal)</i>                                                                                                                                                             |
| By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                             | By: _____<br><div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>                                                                                                                 |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                    | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                  |
| Title: _____                                                                                                                                                                                                                                       | Title: _____                                                                                                                                                                                                     |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                                                         | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>                                                                                                                                       |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                                                    | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>                                                                                                                                  |
| Title: _____                                                                                                                                                                                                                                       | Title: _____                                                                                                                                                                                                     |
| <i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i>                                    |                                                                                                                                                                                                                  |

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer to pay for labor, materials, and equipment furnished for use in the performance of the Procurement Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Seller promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Buyer from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Contract, then the Surety and the Seller shall have no obligation under this Bond.
3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation to the Buyer under this Bond will arise after the Buyer has promptly notified the Seller and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Buyer or the Buyer's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Contract, and tendered defense of such claims, demands, liens, or suits to the Seller and the Surety.
4. When the Buyer has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Buyer against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Seller
    - 5.1.1. have furnished a written notice of non-payment to the Seller, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Seller have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Buyer to the Seller, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Buyer, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Seller may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Buyer to the Seller under the Procurement Contract will be used for the performance of the Procurement Contract and to satisfy claims, if any, under any procurement performance bond. By the Seller furnishing and the Buyer accepting this Bond, they agree that all funds earned by the Seller in the performance of the Procurement Contract are dedicated to satisfying obligations of the Seller and Surety under this Bond, subject to the Buyer's priority to use the funds for the completion of the Goods and Special Services.
10. The Surety shall not be liable to the Buyer, Claimants, or others for obligations of the Seller that are unrelated to the Procurement Contract. The Buyer shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the Point of Destination is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Procurement Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement where the Point of Destination is located, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Seller and Buyer shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.
  - 16.2. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.2.1. The name of the Claimant;
    - 16.2.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.2.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Procurement Contract;

- 16.2.4. A brief description of the labor, materials, or equipment furnished;
  - 16.2.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Procurement Contract;
  - 16.2.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.2.7. The total amount of previous payments received by the Claimant; and
  - 16.2.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.3. *Claimant*—An individual or entity having a direct contract with the Seller or with a subcontractor of the Seller to furnish labor, materials, or equipment for use in the performance of the Procurement Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Point of Destination is located or where the Goods and Special Services are to be installed or furnished. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Procurement Contract, architectural and engineering services required for performance of the work of the Seller and the Seller's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.4. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.
- 16.5. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.
- 16.6. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and all changes made to the Procurement Contract.
- 16.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

# **ATTACHMENT 1**

## **Geotechnical Report**

This page intentionally left blank.



PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

GEOTECHNICAL EVALUATION  
PROPOSED NEW CULVERT  
BALL ROAD  
TOWN OF WARWICK, NEW YORK

Submitted To:

**Town Of Warwick**

132 Kings Highway  
Warwick, NY 10990

W.O. 12020.03

December 5, 2023

Submitted By:

**Tectonic Engineering  
Consultants, Geologists & Land  
Surveyors, D.P.C.**

1279 Route 300, 2nd Floor  
Newburgh, NY 12550

(P) 845.567.6656  
(F) 845.567.6248



Town Of Warwick  
132 Kings Highway  
Warwick, NY 10990

Attention: c/o Laura A. Barca - HDR, Inc  
Via email ([Laura.Barca@hdrinc.com](mailto:Laura.Barca@hdrinc.com))

December 5, 2023

**RE: W.O. 12020.03  
GEOTECHNICAL EVALUATION  
PROPOSED NEW CULVERT  
BALL ROAD  
TOWN OF WARWICK, NEW YORK**

Dear Ms. Barca;

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. is pleased to submit this subsurface investigation and geotechnical engineering evaluation for the proposed replacement of an existing culvert, located on Ball Road in the Town of Warwick, Orange County, New York. This report presents the scope of the investigation, findings, conclusions, and recommendations for design and construction of the proposed foundations for a replacement culvert.

We appreciate this opportunity to assist you with this project. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.



Christopher Burke, Ph.D., P.E., PMP  
Vice President, Geotechnical



"G:\Newburgh\Geotechnical\12000\12020.03 (Ball)\Warwick Culverts\12020.03 (Ball)\TEC Cover Letter.docx"

GEOTECHNICAL EVALUATION  
PROPOSED NEW CULVERT  
BALL ROAD  
TOWN OF WARWICK, NEW YORK

TABLE OF CONTENTS

| <u>SECTION</u> | <u>ITEM</u>                                                   | <u>PAGE</u> |
|----------------|---------------------------------------------------------------|-------------|
| 1.0            | INTRODUCTION .....                                            | 1           |
| 2.0            | SCOPE OF WORK .....                                           | 1           |
| 3.0            | SITE AND PROJECT DESCRIPTION .....                            | 1           |
| 4.0            | SUBSURFACE INVESTIGATION .....                                | 2           |
| 5.0            | LABORATORY TESTING .....                                      | 3           |
| 6.0            | SUBSURFACE CONDITIONS .....                                   | 3           |
| 6.1            | Embankment Fill .....                                         | 3           |
| 6.2            | Native Soils .....                                            | 4           |
| 6.3            | Groundwater .....                                             | 5           |
| 7.0            | DISCUSSION AND CONCLUSIONS .....                              | 5           |
| 8.0            | RECOMMENDATIONS .....                                         | 6           |
| 8.1            | Shallow Foundations .....                                     | 6           |
| 8.2            | Design for Lateral Loading .....                              | 8           |
| 8.3            | Drainage .....                                                | 9           |
| 8.4            | Seismic Design and Liquefaction Potential .....               | 10          |
| 9.0            | EARTHWORK AND CONSTRUCTION CRITERIA .....                     | 10          |
| 9.1            | General Site Preparation .....                                | 10          |
| 9.2            | General Excavation .....                                      | 10          |
| 9.3            | Foundation Subgrade Preparation .....                         | 11          |
| 9.4            | Dewatering and Protection of Subgrades .....                  | 11          |
| 9.5            | Culvert Backfill Material and Placement Recommendations ..... | 12          |
| 10.0           | CONSTRUCTION MONITORING .....                                 | 14          |
| 11.0           | LIMITATIONS .....                                             | 14          |

FIGURE 1                      BORING LOCATION PLAN

APPENDIX I                    BORING LOGS

APPENDIX II                  LABORATORY TEST RESULTS

## 1.0 INTRODUCTION

Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. (Tectonic) has performed a subsurface investigation and geotechnical engineering evaluation for the proposed replacement of an existing culvert, located on Ball Road in the Town of Warwick, Orange County, New York. This report presents the scope of the investigation, findings, conclusions, and recommendations for design and construction of the proposed foundations for a replacement culvert.

## 2.0 SCOPE OF WORK

The geotechnical engineering services described below were performed for the Town of Warwick, herein referred to as the Client, and their Engineer, HDR.

- Performance of two (2) test borings to identify the subsurface conditions near the replacement culvert structure.
- Field inspection of the borings by a Tectonic representative, which included locating the borings, logging the subsurface soil and groundwater conditions, and collecting soil samples for laboratory testing.
- Laboratory testing of representative soil samples to assist in the evaluation of the engineering properties of the encountered soils and verification of the field classifications of soils.
- Geotechnical engineering analysis of the subsurface conditions as related to the design and construction of the replacement culvert foundations and wingwalls.
- Preparation of this engineering report presenting the results of the subsurface investigation and geotechnical recommendations for the design and construction of the foundations for the replacement culvert structure.

## 3.0 SITE AND PROJECT DESCRIPTION

The project is located on Ball Road, at its intersection with Brady Road and South Street Extension, in the Town of Warwick, Orange County, New York (at Lat. 41.243°, Lon. -74.354°). The existing culvert carries a small tributary to Wawayanda Creek beneath Ball Road, a two-lane asphalt paved roadway. A site survey drawing provided by HDR shows that the existing corrugated metal pipe culvert has dimensions of 68 inches by 72 inches. It is assumed that this is an originally round pipe that has been slightly compressed into a slightly elliptical shape. The survey drawing also shows that the streambed has a maximum elevation of approximately +596 feet on the upstream side of Ball Road, and +592 feet on its downstream side. However, the survey drawing has a contour interval of 2 feet and spot elevations are not shown. Observations made in the field,

indicate that the distance from the road surface to the top of the water in the creek is approximately 7 feet, at either end of the culvert.

Based on the measured depths to the top of the water within the creek, it is anticipated that the new culvert will have foundations ranging from approximately 9 to 14 feet below the road surface, depending upon the type of culvert that will be used and the anticipated scour depth. These depths roughly correspond to anticipated bearing elevations between approximately +586 and +591 feet.

Preliminary information about the proposed culvert was provided at the time of this report. It is our understanding that the Client intends to replace the existing culvert with a precast concrete three-sided, or four-sided culvert at approximately the same location. It is assumed that the culvert would be supported on cast-in-place footings; however precast concrete footings can also be used. It is also assumed that precast wing walls will be installed and they too, may be supported on either cast-in-place or precast footings.

#### 4.0 SUBSURFACE INVESTIGATION

The subsurface investigation consisted of drilling two (2) test borings, designated as B-1 and B-2, in the westbound lane and in the eastbound paved shoulder of Ball Road, approximately 25 to 60 feet from the centerline of the existing culvert, respectively. Note that the geometry of the intersection prevented the drilling crew from safely drilling a boring north of the culvert. See the attached Boring Location Plan, Figure 1, for the approximate boring locations.

The borings were performed by Craig Geotechnical Drilling Company, Inc., on May 12, 2023, utilizing a truck-mounted CME 75 drill rig, equipped with an automatic hammer. The borings were advanced through soil using mud-rotary drilling methods, with a  $3\frac{7}{8}$ -inch diameter tri-cone drill bit and 4-inch inside diameter casing. Standard Penetration Testing (SPT) and split-spoon sampling were generally performed continuously to a depth of 12 feet below existing grade, and at 5-foot intervals, thereafter. The SPT sampling was performed in general accordance with the requirements of ASTM Standard D1586 *“Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils”*. SPT N-values were recorded in the field for each soil sample taken.

Samples of the soil obtained during the investigation were collected and retained in glass jars. All samples are currently stored at our material testing laboratory. Each boring was backfilled with cuttings and the surface was patched to match the existing surface.

A representative of Tectonic observed the subsurface investigation and prepared logs of the subsurface conditions under the purview of a Professional Engineer licensed in New York State. All soils encountered were classified in accordance with the Unified Soil Classification System (ASTM D2488), and the Modified Burmister Soil Classification System. Copies of the boring logs are included in Appendix I.

## 5.0 LABORATORY TESTING

Laboratory testing was conducted on samples selected to verify the soil descriptions and to assist in identifying the soils' engineering properties. The laboratory testing is summarized in Table 5.1 below.

| Table 5.1 Laboratory Tests |               |          |
|----------------------------|---------------|----------|
| Lab Test Description       | ASTM Standard | Quantity |
| Grain Size Distribution    | D6913         | 3        |

The results of the laboratory testing have been incorporated into the soil descriptions given below and in the boring logs and are provided in Appendix II of this report.

## 6.0 SUBSURFACE CONDITIONS

The subsurface conditions encountered at the site generally consist of approximately 1 to 2 inches of asphalt concrete pavement, underlain by embankment fill, and native soils extending to the termination depth of the borings. The following subsections provide generalized descriptions of the encountered soil and groundwater conditions. Detailed descriptions of the subsurface conditions are provided in the boring logs included in Appendix I.

As noted above, an automatic hammer was used in the SPT sampling of the borings. Given that an automatic hammer imparts more energy into the split spoon sampler than a safety hammer ( $N_{60}$ ) – the standard hammer used for most geotechnical engineering calculations – an energy correction factor of 1.3 is applied to the field N-values to obtain the  $N_{60}$ -values.

### 6.1 Embankment Fill

Borings B-1 and B-2 encountered approximately 2 to 4 feet of embankment fill, with bottom elevations between approximately +597 and +600 feet, respectively. However, because the borings were drilled some distance from the existing culvert, it is expected that the depth of fill will extend to approximately

the existing culvert's foundation depth immediately adjacent to the culvert. The bearing depth of the existing culvert is unknown, but based on the current depth to the water surface within the stream noted above, it can be expected that the fill will extend to roughly 8 or 9 feet below the road surface adjacent to the existing culvert.

The fill can typically be described as brown coarse to fine sand, with 10 to 35 percent coarse to fine gravel, and up to 10 percent silt. The fill soils have a USCS designation of SP.

Field SPT N-values within the fill range from 11 to 25 blows per foot (bpf). When the energy correction for the use of an automatic hammer is applied to the field N-values shown on the boring logs, we find that the  $N_{60}$ -values within the fill range from 14 to 33 bpf. These  $N_{60}$ -value indicate that the existing fill is in a medium dense to dense condition.

## 6.2 Native Soils

A review of the Surficial Geology Map of the Lower Hudson Valley and the Quaternary Map of the Northeastern United States shows that glacial till generally exists at the site. Based on our observations of the soil encountered immediately below the fill, the soils appear to match the mapped glacial till. Glacial till is a mixed soil, with a very wide range of particle sizes, spanning from clay to boulders, produced by the continental glacier that covered the area up until some 15,000 years ago.

The native soils tend to range from brown coarse to fine sand, with up to 35 percent coarse fine gravel, and 10 to 45 percent silt near the ground surface; to brown to gray coarse to fine gravel, with up to 45 percent silt and similar percentages of coarse to fine sand at depths greater than approximately 8 to 15 feet (below elevation +593 feet, in boring B-1, and below elevation +587 feet, in boring B-2). It is noted, however, that many of the split spoon samples collected from the borings had low recoveries, indicating that the split spoons often became blocked by gravel. This may have skewed some of the sample descriptions toward the coarser particle sizes. The native soils have USCS designations of SM, GP, GM and occasionally CL-ML. It is also noted that a boulder was encountered in boring B-1, between the depths of 5 and 6.5 feet. These soils were found to extend to the full penetration depth of the borings (32 to 37 feet).

Field SPT N-values within the glacial till range from 10 to greater than 63 bpf, which correlate to  $N_{60}$ -values ranging from 13 to greater than 82 bpf. However, four (4) split spoon refusals – defined as less than 6 inches of split spoon refusal after at least 50 blows of the 140-pound hammer – occurred within boring B-1. If these are discounted the maximum field N-value is reduced to 59 bpf, which corresponds to a maximum  $N_{60}$ -value of 78 bpf and overall, the native soils have an average  $N_{60}$ -value of 39 bpf. These  $N_{60}$ -values indicate that the glacial till ranges from medium dense to very dense and is typically dense, on average.

### 6.3 Groundwater

Saturated soil samples were encountered below a depth of 8 feet in both borings. It is anticipated that the groundwater table at the site reflects the water level within the stream, and therefore, is expected to be at a depth of approximately 7 to 8 feet below the road surface at the culvert. Furthermore, the groundwater depth is expected to fluctuate with season and changing weather conditions, and may fluctuate with the water depth in the stream.

## 7.0 DISCUSSION AND CONCLUSIONS

The primary geotechnical issues associated with the proposed construction are the proximity to the stream, relatively shallow groundwater, and native soils that may be susceptible to disturbance when wet.

Based on the limited available information, we have estimated that the new culvert's foundations may bear at depths ranging from approximately 9 to 14 feet below the road surface, as noted in Section 3 of this report. It is anticipated that the bearing depth will depend upon the type of structure – four-sided culverts bear just below the streambed, while three-sided culverts should bear below the scour depth, to be determined by others. Recommendations for the design and construction of these foundations is provided in the following section.

Assuming that the new culvert will be constructed to bear at the estimated depths above, it is also expected that the wing walls will retain approximately 9 to 14 feet of soil. If adequate scour protection is not provided, it can be assumed that the walls will need to support more soil. Precast or cast-in-place wing walls should be designed to bear below the scour depth of the creek (to be determined by others). However, the client may also elect to drive sheet piles for the wing walls. Given the density of the soils below a depth of 15 feet, it is anticipated that the sheet piles can be cantilevered, if driven with a sufficiently powerful and heavy vibratory hammer. However, the presence of cobbles and boulders could make driving of some sheet piles difficult.

Other conclusions regarding the investigation and proposed construction follow:

- Excavations into the fill and native soils should be feasible with conventional heavy-duty construction equipment; however, cobbles and boulders will likely be encountered.
- Groundwater will likely be encountered at or slightly above the stream level during foundation excavation. Dewatering of the excavations will be required. It is also expected that cofferdams or a stream diversion will also be required during construction.
- A design groundwater depth of 5 feet (2 feet above the measured depth to the water surface at the time of the investigation) has been used in the analyses leading to the recommendations presented in this report.
- Laboratory testing of the native soils within 10 feet of the ground surface show that their fines contents range from approximately 23 to 43 percent. This indicates that the soils at the site are likely be susceptible to disturbance, when wet. Consequently, subgrade protection, such as crushed stone or a mud mat may be required to prevent weakening of subgrade material during construction. It is also anticipated that dewatering may be difficult, due to the high percentages of silt within the native soils.
- It is not anticipated that the on-site soils will be suitable for select granular fill against precast culvert walls, due to the high fines-contents of the native soil; however, these local soils might be suitable for embankment fill (with adequate moisture control), away from the culvert. If the Client intends to use the on-site soils as embankment fill, bulk samples of the existing embankment materials should be tested to better-evaluate their suitability for abutment backfill during construction. In addition, the specifications should require the contractor to protect stockpiled soils from rain and should note that the contractor may need to dry the soil to achieve compaction and produce a stable embankment.
- It is anticipated that the subsurface soils are unlikely to liquefy based on the relatively high fines contents and density of the glacial till soils.

## 8.0 RECOMMENDATIONS

The following subsections provide our recommendations for design and construction of the proposed new culvert across the tributary to Wawayanda Creek on Ball Road. These recommendations are based on the results of the subsurface investigation, our understanding of the proposed construction, and our general experience with similar projects near the proposed construction.

### 8.1 Shallow Foundations

The foundations for a three- or four-sided box culvert, and the associated wing wall foundations, should be constructed to bear directly on the medium dense to very dense native glacial till, found at depths greater than approximately 8 feet below the existing roadway surface. The foundations for a three-

sided box culvert should bear at least 4 feet below the streambed for protection against frost penetration, or below the calculated scour depth (to be determined by others), whichever is greater. The foundation for a four-sided box culvert should bear a minimum of 1 foot below the streambed elevation at the downstream end of the culvert. Based on the provided survey, we anticipate that these depths will correspond to a bearing elevation of approximately +586 to +587 feet for a three-sided culvert and approximately +589 to +590 feet for a four-sided box culvert.

It is also recommended that the culvert be designed in general agreement with the New York State Department of Transportation's (NYSDOT's) plans and sections for precast box culverts or three-sided structures. However, NYSDOT generally does not allow for their structures to bear upon shallow foundations, unless bearing on rock, and therefore, scour analyses should be performed (by others), and adequate scour protection should be placed along the toes of the culvert and wing wall foundations. If sheet pile wing walls are used, they should be combined with armor to control scour. If scour prevention is not used, the sheet piles should be designed to support both the walls and backfill loads, with scour at its full calculated depth within the stream bed.

Based on the results of our subsurface investigation, the culvert foundations can be designed using a maximum allowable bearing capacity of 3 tons per square foot, when bearing at depths greater than 8 feet below the existing road surface elevation above the culvert. However, it is recommended that the foundations be constructed with a minimum width of 2 feet. If the foundation subgrades need to be protected from disturbance, up to 6 inches of clean crushed stone, flowable fill or lean concrete may be placed beneath the foundations as protection.

Based on this bearing pressure, the total settlements of the culvert and wing walls are expected to be less than 1-inch, with differential settlements less than approximately 1/2-inch over the width of the culvert. The bearing pressure applied at any location of the foundation should not exceed the design allowable value given above. This bearing capacity value is suitable for use when bearing on the native soil directly, or when using a thin stabilization layer, such as crushed stone, flowable fill or lean concrete.

The foundation subgrade should be inspected by a geotechnical engineer and subgrade preparation should be specified as recommended in Section 9 of this report.

## 8.2 Design for Lateral Loading

The culvert walls and wingwalls should be designed in accordance with the following lateral earth pressure criteria, assuming that the walls will be backfilled with NYSDOT Select Granular Fill in accordance with the requirements listed in Section 9.5:

| Table 8.2.1 – Lateral Soil Parameters for Culvert and Wing Walls   |                                       |                             |
|--------------------------------------------------------------------|---------------------------------------|-----------------------------|
| Soil Parameter                                                     | Existing On-Site Soils <sup>(1)</sup> | Structural Backfill (level) |
| Angle of Internal Friction (degrees)                               | 36                                    | 34                          |
| Active Earth Pressure Coefficient ( $K_a$ ) <sup>(2)</sup>         | 0.26                                  | 0.28                        |
| At-rest Earth Pressure Coefficient ( $K_o$ ) <sup>(3)</sup>        | 0.41                                  | 0.44                        |
| Passive Earth Pressure Coefficient ( $K_p$ ) <sup>(4)</sup>        | 3.85                                  | 3.54                        |
| Total Unit Weight of Soil (pounds per cubic foot) <sup>(5)</sup>   | 140                                   | 135                         |
| Buoyant Unit Weight of Soil (pounds per cubic foot) <sup>(6)</sup> | 78                                    | 73                          |

Notes:

- 1) The Existing On-Site Soil parameters should only be used for the design of sheet pile wingwalls. The Structural Backfill parameters should be used for the design of the culvert and other types of wingwalls.
- 2) Use for free standing walls where movement of up to 0.0015 X height of wall is both possible and tolerable. Otherwise, use at-rest coefficient.
- 3) Use only for walls restrained against active movement, such as culvert walls.
- 4) Reduce the passive pressure above a depth of 4 feet below exterior grade by half to account for frost disturbance.
- 4) Assumes the walls will be constructed with drains and/or weep holes to prevent hydrostatic pressure build-up behind the culvert and wing walls.
- 5) Use the total unit weight above the design groundwater depth (5 feet) and the buoyant unit weight below design groundwater depth.
- 6) The coefficients provided assume a level backfill and vertical walls. The coefficients should be re-evaluated for other conditions.

The design of the culvert walls and wingwalls should incorporate a surcharge loading due to compaction equipment, construction traffic and regular truck traffic loads. It is recommended that passive resistance be ignored, when calculating sliding stability, except when evaluating soil resistance to the outward thrust of the legs of an arch.

Recommended sliding coefficients for various types of culvert and wing wall materials, and subgrade soils are presented in Table 8.2.2, below.

| Table 8.2.2 – Sliding Coefficients for Culverts and Sheet Pile           |                              |
|--------------------------------------------------------------------------|------------------------------|
| Structure Material on Backfill Soil                                      | Coefficient of Base Friction |
| Cast-in-Place Concrete on Select Granular Fill or Crushed Stone          | 0.40                         |
| Precast Concrete on Select Granular Fill or Crushed Stone                | 0.35                         |
| Cast-in-Place Concrete on Existing Native Soils                          | 0.4                          |
| Precast Concrete on Existing Native Soils                                | 0.24                         |
| Smooth Steel (e.g., sheet pile) on Existing Fill or Select Granular Fill | 0.20                         |

Note:

- 1) The coefficients presented in Table 8.2.2 incorporate a reduction factor of 0.8, as recommended by AASHTO.

The groundwater level for design should be assumed to be 2 feet above the normal stream level (estimated to be approximately 5 feet below the existing road surface, or at an approximate elevation of +595 feet, for this report); however, for extreme loading conditions, it may be prudent to assume that the groundwater level coincides with the design flood elevation. The buoyant weights of soil and concrete should be used below this elevation unless the drainage system and backfill allow for a free-draining condition.

### 8.3 Drainage

We recommend that weep holes or other drainage provisions be included into the culvert design to prevent the buildup of groundwater behind the culvert walls and wingwalls. One option is to include a 12-inch-thick zone of free-draining material placed directly behind the culvert walls and wingwalls extending from the footings to at least 2 feet above the design flood elevation. Gradation recommendations for the drainage material are provided in Section 9.5. The free-draining stone should be separated from the backfill by a non-woven filter fabric having an apparent opening size equal to or finer than the #70 US sieve, such as TenCate Mirafi® 140N, or an approved equal. A second option is to utilize Select Structure Fill with a prefabricated composite structural drain, such as TenCate Mirafi® G100N, or an approved equal, placed against the culvert walls and wingwalls.

#### 8.4 Seismic Design and Liquefaction Potential

We have evaluated an appropriate site coefficient for use in seismic design using the latest AASHTO and FHWA standards. The subsurface conditions should be considered Site Class D, with a peak horizontal ground acceleration (PHGA) of 0.083g, and an  $A_s$  of 0.132g. A maximum spectral response acceleration for short periods ( $S_s$ ) of 0.161g and for a 1-second period ( $S_1$ ) of 0.038g should be used for design of the proposed culvert. The corresponding five-percent damped design spectral response acceleration at short periods ( $S_{DS}$ ) is equal to 0.258g, and at 1-second ( $S_{D1}$ ) is equal to 0.090g. These parameters should be used for design of the proposed culvert.

Liquefaction of soils can be caused by a strong vibratory motion due to earthquakes. Both research and historical data indicate that loose, granular soils saturated by a shallow groundwater table are most susceptible to liquefaction. Liquefaction occurs when an earthquake and associated ground shaking of sufficient duration results in the loss of grain-to-grain contact due to a rapid increase in pore water pressure, causing the soil to behave as a fluid for short periods. Given the relatively high fines contents and density of the glacial till at the site, it is unlikely that liquefaction could occur within the site soils.

### 9.0 EARTHWORK AND CONSTRUCTION CRITERIA

The following subsections present our recommendations regarding earthwork, excavations, and fill placement.

#### 9.1 General Site Preparation

The site should be cleared of tree roots, asphalt, concrete, existing foundations, and other surface and subsurface obstructions. Debris and vegetation from the clearing operations should be removed from the site and disposed of at a legal disposal facility. Existing utilities within the project limits, such as the gas main shown along the eastern shoulder of Ball Road on the provided site survey drawing, should be re-routed, or protected from damage by construction equipment.

#### 9.2 General Excavation

All excavations should conform to the latest OSHA requirement regarding worker safety. The fill and native soils at the site should be considered to have the OSHA designation of "Type C" soils. If required, all shoring and bracing should be designed by a professional engineer. Any vertical cut more than 4

feet in height should be sloped back for safety unless sheeting and shoring is used. OSHA requirements pertaining to worker safety should be met during excavation, dewatering, and backfilling activities.

### 9.3 Foundation Subgrade Preparation

Dewatering should be implemented to lower the groundwater level below the depth of excavation. Shallow foundation subgrades should be prepared by removing all soil loosened by machine excavation. The foundation subgrades should consist of undisturbed glacial till, as encountered within the borings.

The foundation subgrades should be inspected by a qualified geotechnical engineer prior to rebar or concrete placement. Any areas deemed unsuitable by the inspecting engineer during inspection should be removed and replaced with crushed stone, flowable fill or lean concrete having a 28-day unconfined compressive strength of at least 150 psi.

### 9.4 Dewatering and Protection of Subgrades

All subgrades should be protected from the effects of frost, construction traffic, groundwater, and surface water. The necessary protection should be provided immediately after excavation and inspection and be maintained until concrete or backfill has been placed. Temporary surface drainage measures are recommended to divert runoff away from the proposed construction limits.

Cofferdams or stream diversions can be constructed to divert water from entering the areas of the proposed culvert and wing walls. The design of the cofferdams or stream diversions should be as needed to prevent the flow of water into the foundation subgrade. The primary purpose of dewatering will be to keep the excavations free of standing water, provide a stable bearing surface for foundations, and to maintain stable excavation slopes. The contractor should be prepared to perform dewatering activities as excavation progresses, to maintain stable excavation slopes.

The operation of sumps directly in the footing excavations should not be allowed. Sump pits should be located at least 1 foot beyond the edge of the footing for every foot that they extend below the bearing elevation. The dewatering system should be designed by a Professional Engineer licensed in New York State, and it should be designed to ensure that dewatering does not result in any loss of soil.

As previously mentioned, silty soils, which tend to be moisture sensitive, were encountered within the native soils during the investigation. They could soften, experience a reduction in load-carrying capacity, and may become unstable or unworkable, if disturbed. These soils are also frost susceptible and could become disturbed if allowed to freeze during construction. Additional excavation and material removal may be required if excavation subgrades and slopes are allowed to be exposed for long durations without fill or concrete placement. Additionally, construction traffic could also disturb the existing fill and native soils.

#### 9.5 Culvert Backfill Material and Placement Recommendations

The proposed culvert and wingwalls should be backfilled with compacted Select Granular Fill. Backfill should extend a distance of at least 2 feet behind the culvert and wingwalls. The backfill should be well-graded durable granular material consisting of clean sand, gravel, or a mixture of these, and it should be free of trash, debris, roots, vegetation, or other deleterious materials. The backfill should conform to requirements of NYSDOT Select Granular Fill, the gradation for which is provided below:

| <u>Sieve Size</u> | <u>Percent Finer by Weight</u> |
|-------------------|--------------------------------|
| 4-inch            | 100                            |
| No. 40            | 0 to 70                        |
| No. 200           | 0 to 15                        |

At distances greater than 3 feet from the walls, the backfill may also consist of material meeting the requirements for NYSDOT Specification Section 733.08 - Embankment in Place. As previously noted, our laboratory testing showed that some of the on-site soils have relatively high fines contents (25 to 35 percent). Based on these results of laboratory testing, the on-site soils are not expected to be suitable for use as Select Granular Fill, but may meet the requirements for Embankment in Place fill. Further laboratory testing of bulk samples collected from the culvert approaches should be collected and tested during construction to verify whether the on-site soils meet the specifications. The on-site soils may be moisture sensitive due to their high fines content and their use may result in construction delays if they become wet.

Crushed gravel to be placed beneath foundations as replacement for undercuts of unsuitable bearing material, or as a working pad beneath the foundations should confirm with the NYSDOT requirements for Coarse Aggregate (Item Number 703.0202, Size 2) and the following gradation:

| <u>Sieve Size</u> | <u>Percent Finer by Weight</u> |
|-------------------|--------------------------------|
| 1½ inch           | 100                            |
| 1 inch            | 90 - 100                       |
| ½ inch            | 0 - 15                         |
| No. 200           | 0 - 1                          |

If utilized, the drainage layer immediately behind the proposed culvert stem walls and wingwalls should conform to the NYSDOT requirements for Underdrain Filter Type I material with the following gradation:

| <u>Sieve Size</u> | <u>Percent Finer by Weight</u> |
|-------------------|--------------------------------|
| 1 inch            | 100                            |
| ½ inch            | 30 - 100                       |
| ¼ inch            | 0 - 30                         |
| No. 10            | 0 - 10                         |
| No. 20            | 0 - 5                          |

Material meeting the specifications for ASTM C33, No. 57 stone may also be used as for the drainage layer.

Flowable fill may also be used as backfill to restore the grade as culvert and wing wall backfill within the streambed. Flowable fill, should have a minimum 28-day unconfined compressive strength of 150 psi. If specified, flowable fill should meet the requirements for Controlled Low Strength Material (CLSM), as specified in Section 733-01 – “Flowable Fill” of the NYSDOT Standard Specifications.

All culvert stem wall and wingwall backfill, and all embankment fill, should be compacted to at least 95 percent of the maximum dry density at near optimum moisture contents, as determined by ASTM D1557, “*Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))*”. The lift thickness for the fill soils will vary depending on the type of compaction equipment used. Fills should generally be placed in uniform horizontal lifts not exceeding 12 inches in loose thickness, in open areas. In confined areas, the loose lift thickness should be reduced to 4 inches or less and each lift should be compacted with sufficient passes of hand operated vibratory or impact compaction equipment. Compaction within 5 feet of culvert stem walls and wingwalls should only be done with a trench roller or hand-operated equipment.

A qualified geotechnical engineer, with appropriate field and laboratory support, should inspect all footing subgrades, approve materials for use as fill, and test backfill materials for compliance with the recommended compaction. Each lift of fill placed at the site should be tested for compaction.

#### 10.0 CONSTRUCTION MONITORING

An engineer familiar with the existing subsurface conditions and having the appropriate laboratory and field-testing support should observe that all earthwork is performed in accordance with the specifications, and the design criteria provided in this report.

It is recommended that the following work should be performed under the observation of the geotechnical engineer:

- Dewatering/stream diversion (cofferdam construction)
- Subgrade preparation
- Sheet pile installation, if selected
- Placement and compaction of fill and backfill

Materials proposed for use as culvert stem wall and wingwall backfill should be tested and approved prior to delivery or use on-site. All fill materials should be tested as they are being placed to verify that the required compaction is being achieved.

#### 11.0 LIMITATIONS

Our professional services have been performed using that degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical engineers and geologists practicing in this or similar situations. The interpretation of the field data is based on good judgment and experience. However, no matter how qualified the geotechnical engineer or detailed the investigation, subsurface conditions cannot always be predicted beyond the points of actual sampling and testing. No other warranty, expressed or implied, is made as to the professional advice included in this report.

The recommendations contained in this report are intended for design purposes only. Contractors and others involved in the construction of this project are advised to make an independent assessment of the soil and groundwater conditions for the purpose of establishing quantities, schedules and construction techniques.

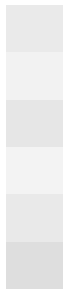
This report has been prepared for the exclusive use of the Client for the specific application to the proposed project. In the event that any changes in the design or location of the proposed structure are planned, Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. (Tectonic) shall not consider the conclusions and recommendations contained in this report valid unless reviewed and verified in writing. It is further recommended that Tectonic be retained to provide construction monitoring and inspection services to ensure proper implementation of the recommendations contained herein, which would otherwise limit our professional liability.

CBB/MCC File: G:\Newburgh\Geotechnical\12000\12020.01 Warwick Culvert\Reports\12020.03\12020.01 Ball Road Culvert geoinv.docx

FIGURE I



N.



**Legend:**



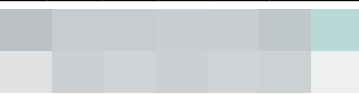
**B-1**

BORING LOCATION (TYP)

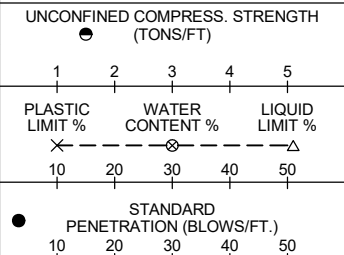
**Notes:**

THIS DRAWING IS BASED ON THE 2022 ORTHOIMAGE OF THE SITE, AS SHOWN ON THE ORANGE COUNTY GIS WEBSITE:  
(<https://gis.orangecountygov.com/portal/apps/webappviewer/index.html?id=b2e034661d86490aaca1ee67a25dffab>)

THE BORING LOCATIONS SHOWN HEREIN WERE NOT SURVEYED, AND THEREFORE, SHOULD BE CONSIDERED APPROXIMATE.

|                                                                                                                                                                                                                              |           |                |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|---|
|  <ul style="list-style-type: none"><li>• PLANNING</li><li>• ENGINEERING</li><li>• SURVEYING</li><li>• CONSTRUCTION MANAGEMENT</li></ul> |           |                |   |
| Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C.<br>1279 Route 300<br>Newburgh, NY 12550                                                                                                                 |           |                |   |
| Phone: (845) 567-6566<br>Fax: (845) 567-6248                                                                                                                                                                                 |           |                |   |
| <b>BORING LOCATION PLAN</b>                                                                                                                                                                                                  |           |                |   |
| <b>BALL ROAD CULVERT<br/>TOWN OF WARWICK, NEW YORK</b>                                                                                                                                                                       |           |                |   |
| Date                                                                                                                                                                                                                         | 6/28/2023 | Work Order No. |   |
| Scale                                                                                                                                                                                                                        | AS SHOWN  | 12020.01       |   |
| Drawing No.                                                                                                                                                                                                                  | Figure 1  | Rev. No.       | 0 |

# APPENDIX I

|  |               |                                  |               | PROJECT No. <b>12020.03</b>                         |                                                                               |                                          |                         | <b>BORING No. B-1</b>                                                                                                          |                                  |                 |                 |                 |
|---------------------------------------------------------------------------------|---------------|----------------------------------|---------------|-----------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------|-----------------|-----------------|
|                                                                                 |               |                                  |               | PROJECT: <b>Town of Warwick Culvert Replacement</b> |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
|                                                                                 |               |                                  |               | LOCATION: <b>Ball Road, Warwick, NY</b>             |                                                                               |                                          |                         | SHEET No. 1 of 2                                                                                                               |                                  |                 |                 |                 |
| CLIENT: <b>Town of Warwick</b>                                                  |               |                                  |               | GROUND<br>WATER                                     | DATE                                                                          | TIME                                     | DEPTH                   | INSPECTOR: <b>Drew Bugna</b>                                                                                                   |                                  |                 |                 |                 |
| CONTRACTOR: <b>Craig Geotechnical Drilling Co., Inc.</b>                        |               |                                  |               |                                                     | 5/12/23                                                                       | 8:30 am                                  | 8'                      | DRILLER: <b>G. Zackman</b>                                                                                                     |                                  |                 |                 |                 |
| METHOD OF ADVANCING BORING                                                      |               | DIA.                             | DEPTH         |                                                     |                                                                               |                                          |                         |                                                                                                                                | SURFACE ELEVATION: <b>601.0</b>  |                 |                 |                 |
| POWER AUGER:                                                                    |               |                                  | TO            |                                                     | MON. WELL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |                                          |                         |                                                                                                                                | DATUM: <b>See Remarks</b>        |                 |                 |                 |
| ROT. DRILL:                                                                     |               | 3 7/8"                           | 0             | TO                                                  | 30'                                                                           | SCREEN DEPTH: --- TO ---                 |                         | DATE START: <b>5/12/23</b>                                                                                                     |                                  |                 |                 |                 |
| CASING:                                                                         |               | 4"                               | 0             | TO                                                  | 25'                                                                           | WEATHER: <b>Clear</b> TEMP: <b>60° F</b> |                         | DATE FINISH: <b>5/12/23</b>                                                                                                    |                                  |                 |                 |                 |
| DIAMOND CORE:                                                                   |               |                                  |               | TO                                                  |                                                                               | DEPTH TO ROCK: <b>Not Encountered'</b>   |                         | UNCONFINED COMPRESS. STRENGTH (TONS/FT)<br> |                                  |                 |                 |                 |
| CME 75 Truck Mounted Drill Rig with Automatic Hammer                            |               |                                  |               | *CHANGES IN STRATA ARE INFERRED                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| DEPTH (FT.)                                                                     | N OR MIN./FT. | PENETRATION RESISTANCE (BLU/IN.) | SAMPLES       |                                                     |                                                                               | UNIFIED SOIL CLASS.                      | DESCRIPTION OF MATERIAL | LITHOLOGY*                                                                                                                     | STANDARD PENETRATION (BLOWS/FT.) |                 |                 | ELEVATION (FT.) |
|                                                                                 |               |                                  | SAMPLE NUMBER | RECOV. LENGTH (IN.)                                 | RQD (%)                                                                       |                                          |                         |                                                                                                                                | MOISTURE                         | PLASTIC LIMIT % | WATER CONTENT % |                 |
| 1                                                                               | 24            | 8                                | S-1           | 12                                                  |                                                                               | M                                        | SP                      |                                             |                                  |                 |                 |                 |
| 2                                                                               |               | 13                               |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 3                                                                               | 25            | 7                                | S-2           | 10                                                  |                                                                               | M                                        | SP                      |                                             |                                  |                 |                 |                 |
| 4                                                                               |               | 13                               |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 5                                                                               | 50+           | 18                               | S-3           | 3                                                   |                                                                               | M                                        | SM                      |                                             |                                  |                 |                 |                 |
| 6                                                                               |               | 50/5                             |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 7                                                                               |               |                                  |               |                                                     |                                                                               |                                          |                         |                                            |                                  |                 |                 |                 |
| 8                                                                               |               |                                  |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 9                                                                               | 28            | 10                               | S-4           | 8                                                   |                                                                               | W                                        | GM                      |                                           |                                  |                 |                 |                 |
| 10                                                                              |               | 21                               |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 11                                                                              | 28            | 7                                | S-5           | 8                                                   |                                                                               | W                                        | GM                      |                                           |                                  |                 |                 |                 |
| 12                                                                              |               | 10                               |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 13                                                                              |               | 13                               |               |                                                     |                                                                               |                                          |                         |                                           |                                  |                 |                 |                 |
| 14                                                                              |               | 13                               |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 15                                                                              |               | 15                               |               |                                                     |                                                                               |                                          |                         |                                           |                                  |                 |                 |                 |
| 16                                                                              | 63+           | 9                                | S-6           | 2                                                   |                                                                               | W                                        | GP                      |                                                                                                                                |                                  |                 |                 |                 |
| 17                                                                              |               | 13                               |               |                                                     |                                                                               |                                          |                         |                                           |                                  |                 |                 |                 |
| 18                                                                              |               | 50/3                             |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 19                                                                              |               |                                  |               |                                                     |                                                                               |                                          |                         |                                           |                                  |                 |                 |                 |
| 20                                                                              | 50+           | 50/0                             | S-7           | 0                                                   |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 21                                                                              |               |                                  |               |                                                     |                                                                               |                                          |                         |                                           |                                  |                 |                 |                 |
| 22                                                                              |               |                                  |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 23                                                                              |               |                                  |               |                                                     |                                                                               |                                          |                         |                                           |                                  |                 |                 |                 |
| 24                                                                              |               |                                  |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |
| 25                                                                              |               |                                  |               |                                                     |                                                                               |                                          |                         |                                                                                                                                |                                  |                 |                 |                 |

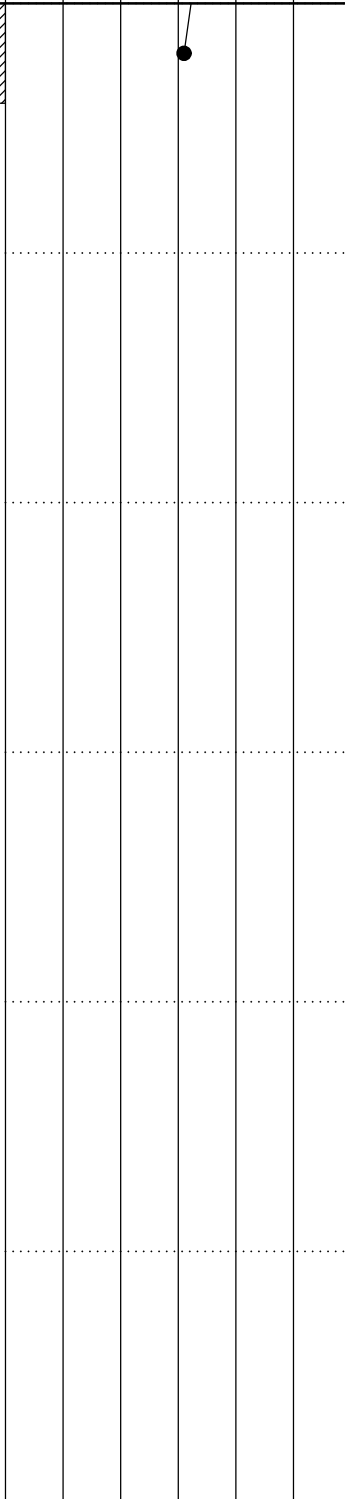
REMARKS: Surface elevation was estimated by interpolating between contour lines shown on a topographic survey of the site provided by the Client's Agent.

| <div></div>                                                                                                                                               |               |                                   |               |              |         |          |                     |                                              | PROJECT No. 12020.03                         |                                                          | BORING No. B-1                   |    |                 |    |       |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------|---------------|--------------|---------|----------|---------------------|----------------------------------------------|----------------------------------------------|----------------------------------------------------------|----------------------------------|----|-----------------|----|-------|-------|
|                                                                                                                                                           |               |                                   |               |              |         |          |                     |                                              | PROJECT: Town of Warwick Culvert Replacement |                                                          |                                  |    |                 |    |       |       |
|                                                                                                                                                           |               |                                   |               |              |         |          |                     |                                              | LOCATION: Ball Road, Warwick, NY             |                                                          |                                  |    |                 |    |       |       |
|                                                                                                                                                           |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          | SHEET No. 2 of 2                 |    |                 |    |       |       |
| CLIENT: Town of Warwick                                                                                                                                   |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| CONTRACTOR: Craig Geotechnical Drilling Co., Inc.                                                                                                         |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| DEPTH (FT.)                                                                                                                                               | N OR MIN./FT. | PENETRATION RESISTANCE (BL/6 IN.) | SAMPLES       |              |         |          | UNIFIED SOIL CLASS. | DESCRIPTION OF MATERIAL                      | LITHOLOGY*                                   | UNCONFINED COMPRESS. STRENGTH (TONS/FT.)                 |                                  |    | ELEVATION (FT.) |    |       |       |
|                                                                                                                                                           |               |                                   | SAMPLE NUMBER | RECOV.       |         | MOISTURE |                     |                                              |                                              | PLASTIC LIMIT %      WATER CONTENT %      LIQUID LIMIT % |                                  |    |                 |    |       |       |
|                                                                                                                                                           |               |                                   |               | LENGTH (IN.) | RQD (%) |          |                     |                                              |                                              | 10                                                       | 20                               | 30 |                 | 40 | 50    |       |
|                                                                                                                                                           |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          | STANDARD PENETRATION (BLOWS/FT.) |    |                 |    |       |       |
|                                                                                                                                                           |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          | 10    20    30    40    50       |    |                 |    |       |       |
| 26                                                                                                                                                        | 50+           | 14<br>50/5                        | S-8           | 3            |         | W        | GP                  | Same                                         |                                              |                                                          |                                  |    |                 |    |       |       |
| 27                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 28                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 29                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 30                                                                                                                                                        |               |                                   |               |              |         |          |                     | Bwn-tn c-f SAND, and Silt, little c-f Gravel |                                              |                                                          |                                  |    |                 |    | 571.0 |       |
| 31                                                                                                                                                        | 39            | 12<br>18<br>21                    | S-9           | 15           |         | W        | SM                  |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 32                                                                                                                                                        |               | 16                                |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 33                                                                                                                                                        |               |                                   |               |              |         |          |                     | End of Boring at 32'                         |                                              |                                                          |                                  |    |                 |    |       |       |
| 34                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 35                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       | 566.0 |
| 36                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 37                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 38                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 39                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 40                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       | 561.0 |
| 41                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 42                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 43                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 44                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 45                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       | 556.0 |
| 46                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 47                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 48                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 49                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 50                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       | 551.0 |
| 51                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 52                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 53                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 54                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |
| 55                                                                                                                                                        |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       | 546.0 |
| REMARKS: Surface elevation was estimated by interpolating between contour lines shown on a topographic survey of the site provided by the Client's Agent. |               |                                   |               |              |         |          |                     |                                              |                                              |                                                          |                                  |    |                 |    |       |       |

BORING LOG 12020.03.GPJ TECTONIC ENG.GDT 9/28/23

|                                                                                                                                                           |               |                                    |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------|---------------|----------------------------------------------|-------------------------------------------------------------------------------|---------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|-------|
|                                                                                                                                                           |               |                                    |               | PROJECT No. 12020.03                         |                                                                               |                                 | BORING No. B-2          |                                                                                                                                                                                                                                                      |                 |          |       |
|                                                                                                                                                           |               |                                    |               | PROJECT: Town of Warwick Culvert Replacement |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
|                                                                                                                                                           |               |                                    |               | LOCATION: Ball Road, Warwick, NY             |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
|                                                                                                                                                           |               |                                    |               |                                              |                                                                               |                                 | SHEET No. 1 of 2        |                                                                                                                                                                                                                                                      |                 |          |       |
| CLIENT: Town of Warwick                                                                                                                                   |               |                                    |               | GROUND<br>WATER                              | DATE                                                                          | TIME                            | DEPTH                   | INSPECTOR: Drew Bugna                                                                                                                                                                                                                                |                 |          |       |
| CONTRACTOR: Craig Geotechnical Drilling Co., Inc.                                                                                                         |               |                                    |               |                                              | 5/12/23                                                                       | 12:20 pm                        | 8'                      | DRILLER: G. Zackman                                                                                                                                                                                                                                  |                 |          |       |
| METHOD OF ADVANCING BORING                                                                                                                                |               | DIA.                               | DEPTH         |                                              |                                                                               |                                 |                         | SURFACE ELEVATION: 602.0                                                                                                                                                                                                                             |                 |          |       |
| POWER AUGER:                                                                                                                                              |               |                                    | TO            |                                              | MON. WELL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |                                 |                         | DATUM: See Remarks                                                                                                                                                                                                                                   |                 |          |       |
| ROT. DRILL:                                                                                                                                               |               | 3 7/8"                             | 0             | TO                                           | 25'                                                                           | SCREEN DEPTH: --- TO ---        |                         | DATE START: 5/12/23                                                                                                                                                                                                                                  |                 |          |       |
| CASING:                                                                                                                                                   |               | 4"                                 | 0             | TO                                           | 25'                                                                           | WEATHER: Clear TEMP: 75° F      |                         | DATE FINISH: 5/12/23                                                                                                                                                                                                                                 |                 |          |       |
| DIAMOND CORE:                                                                                                                                             |               |                                    |               | TO                                           |                                                                               | DEPTH TO ROCK: Not Encountered' |                         | <div>UNCONFINED COMPRESS. STRENGTH (TONS/FT)<br/>●</div> <div>PLASTIC LIMIT %<br/>X</div> <div>WATER CONTENT %<br/>⊗</div> <div>LIQUID LIMIT %<br/>Δ</div> <div>STANDARD PENETRATION (BLOWS/FT.)<br/>●</div> <div>1 2 3 4 5<br/>10 20 30 40 50</div> |                 |          |       |
| CME 75 Truck Mounted Drill Rig with Automatic Hammer                                                                                                      |               |                                    |               | *CHANGES IN STRATA ARE INFERRED              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| DEPTH (FT.)                                                                                                                                               | N OR MIN./FT. | PENETRATION RESISTANCE (BLU/6 IN.) | SAMPLES       |                                              |                                                                               | UNIFIED SOIL CLASS.             | DESCRIPTION OF MATERIAL | LITHOLOGY*                                                                                                                                                                                                                                           | ELEVATION (FT.) |          |       |
|                                                                                                                                                           |               |                                    | SAMPLE NUMBER | RECOV.                                       |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 | MOISTURE |       |
| LENGTH (IN.)                                                                                                                                              | RQD (%)       |                                    |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 1                                                                                                                                                         | 11            | 8                                  | S-1           | 4                                            |                                                                               | M                               | SP                      | 2" Asphalt Pavement<br>Bwn c-f SAND, little c-f Gravel, trace Silt (FILL)                                                                                                                                                                            |                 | ●        |       |
| 2                                                                                                                                                         |               | 7                                  |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 3                                                                                                                                                         |               | 4                                  |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 3                                                                                                                                                         | 10            | 2                                  | S-2           | 3                                            |                                                                               | M                               | SM                      | Bwn-blk c-f SAND, and Silt, little f Gravel                                                                                                                                                                                                          |                 | ●        |       |
| 4                                                                                                                                                         |               | 2                                  |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 5                                                                                                                                                         |               | 8                                  |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 5                                                                                                                                                         | 30            | 2                                  | S-3           | 5                                            |                                                                               | M                               | SM                      | Same                                                                                                                                                                                                                                                 |                 | ●        | 597.0 |
| 6                                                                                                                                                         |               | 10                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 7                                                                                                                                                         |               | 20                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 7                                                                                                                                                         | 17            | 10                                 | S-4           | 0                                            |                                                                               |                                 |                         | No Recovery                                                                                                                                                                                                                                          |                 | ●        |       |
| 8                                                                                                                                                         |               | 12                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 9                                                                                                                                                         |               | 5                                  |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 9                                                                                                                                                         | 59            | 17                                 | S-5           | 4                                            |                                                                               | W                               | GP                      | Gy c-f GRAVEL, trace Silt, trace c-f Sand                                                                                                                                                                                                            |                 | ●        | 592.0 |
| 10                                                                                                                                                        |               | 30                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 11                                                                                                                                                        |               | 29                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 11                                                                                                                                                        | 18            | 12                                 | S-6           | 5                                            |                                                                               | W                               | SM                      | Bwn-or SILT, some c-f Sand, some c-f Gravel                                                                                                                                                                                                          |                 | ●        |       |
| 12                                                                                                                                                        |               | 9                                  |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 13                                                                                                                                                        |               | 9                                  |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 16                                                                                                                                                        | 31            | 7                                  | S-7           | 1                                            |                                                                               | W                               | GP                      | Gy c-f GRAVEL, trace c-f Sand, trace Silt                                                                                                                                                                                                            |                 | ●        | 587.0 |
| 17                                                                                                                                                        |               | 8                                  |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 18                                                                                                                                                        |               | 23                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 21                                                                                                                                                        | 37            | 7                                  | S-8           | 4                                            |                                                                               | W                               | GM                      | Bwn-gy c-f GRAVEL, and Silt, trace c-f Sand                                                                                                                                                                                                          |                 | ●        | 582.0 |
| 22                                                                                                                                                        |               | 10                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 23                                                                                                                                                        |               | 27                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |
| 25                                                                                                                                                        |               | 30                                 |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          | 577.0 |
| REMARKS: Surface elevation was estimated by interpolating between contour lines shown on a topographic survey of the site provided by the Client's Agent. |               |                                    |               |                                              |                                                                               |                                 |                         |                                                                                                                                                                                                                                                      |                 |          |       |

BORING LOG 12020.03.GPJ TECTONIC ENG.GDT 9/28/23

|                                                                            |               |                                   | PROJECT No. <b>12020.03</b>                         |              | <b>BORING No. B-2</b> |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------|-----------------------------------------------------|--------------|-----------------------|---------------------|-------------------------|-----------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---|---|---|-----------------|---|-----------------|
|                                                                                                                                                           |               |                                   | PROJECT: <b>Town of Warwick Culvert Replacement</b> |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
|                                                                                                                                                           |               |                                   | LOCATION: <b>Ball Road, Warwick, NY</b>             |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| CLIENT: <b>Town of Warwick</b>                                                                                                                            |               |                                   |                                                     |              | SHEET No. 2 of 2      |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| CONTRACTOR: <b>Craig Geotechnical Drilling Co., Inc.</b>                                                                                                  |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| DEPTH (FT.)                                                                                                                                               | N OR MIN./FT. | PENETRATION RESISTANCE (BL/6 IN.) | SAMPLES                                             |              |                       | UNIFIED SOIL CLASS. | DESCRIPTION OF MATERIAL | LITHOLOGY*                                          | UNCONFINED COMPRESS. STRENGTH (TONS/FT.)                                            |                                                                                      |   |   |   | ELEVATION (FT.) |   |                 |
|                                                                                                                                                           |               |                                   | SAMPLE NUMBER                                       | RECOV.       |                       |                     |                         |                                                     | MOISTURE                                                                            | 1                                                                                    | 2 | 3 | 4 |                 | 5 |                 |
|                                                                                                                                                           |               |                                   |                                                     | LENGTH (IN.) | RQD (%)               |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   | PLASTIC LIMIT % |
|                                                                                                                                                           |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 26                                                                                                                                                        | 31            | 17                                | S-9                                                 | 12           |                       | W                   | CL-ML                   | Bwn-tn CLAYEY SILT, some c-f Gravel, trace c-f Sand |  |  |   |   |   |                 |   |                 |
| 27                                                                                                                                                        |               | 18                                |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 28                                                                                                                                                        |               | 13                                |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 29                                                                                                                                                        |               | 29                                |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 30                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   | 572.0           |
| 31                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 32                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 33                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 34                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 35                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   | 567.0           |
| 36                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 37                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 38                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 39                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 40                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   | 562.0           |
| 41                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 42                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 43                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 44                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 45                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   | 557.0           |
| 46                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 47                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 48                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 49                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 50                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   | 552.0           |
| 51                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 52                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 53                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 54                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |
| 55                                                                                                                                                        |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   | 547.0           |
| REMARKS: Surface elevation was estimated by interpolating between contour lines shown on a topographic survey of the site provided by the Client's Agent. |               |                                   |                                                     |              |                       |                     |                         |                                                     |                                                                                     |                                                                                      |   |   |   |                 |   |                 |



## LEGEND FOR SOIL DESCRIPTION

|                                          |                         |                                 |               |
|------------------------------------------|-------------------------|---------------------------------|---------------|
| <u>COARSE GRAINED SOIL</u>               |                         | (Coarser than No. 200 Sieve)    |               |
| <u>DESCRIPTIVE TERM &amp; GRAIN SIZE</u> |                         |                                 |               |
| <u>TERM</u>                              | <u>SAND</u>             |                                 | <u>GRAVEL</u> |
| coarse - c                               | No. 4 Sieve to No. 10   | Sieve                           | 3" to 3/4"    |
| medium - m                               | No. 10 Sieve to No. 40  | Sieve                           | 3/4" to 3/16" |
| fine - f                                 | No. 40 Sieve to No. 200 | Sieve                           |               |
| <u>COBBLES</u>                           | 3" to 10"               | <u>BOULDERS</u>                 | 10" +         |
| <u>GRADATION DESIGNATIONS</u>            |                         | <u>PROPORTIONS OF COMPONENT</u> |               |
| fine, f                                  |                         | Less than 10% coarse to medium  |               |
| medium to fine, m-f                      |                         | Less than 10% coarse            |               |
| medium, m                                |                         | Less than 10% coarse and fine   |               |
| coarse to medium, c-m                    |                         | Less than 10% fine              |               |
| coarse, c                                |                         | Less than 10% medium and fine   |               |
| coarse to fine, c-f                      |                         | All greater than 10%            |               |

|                          |                         |                            |  |
|--------------------------|-------------------------|----------------------------|--|
| <u>FINE GRAINED SOIL</u> |                         | (Finer than No. 200 Sieve) |  |
| <u>DESCRIPTION</u>       | <u>PLASTICITY INDEX</u> | <u>PLASTICITY</u>          |  |
| Silt                     | 0 - 1                   | none                       |  |
| Clayey Silt              | 2 - 5                   | slight                     |  |
| Silt & Clay              | 6 - 10                  | low                        |  |
| Clay & Silt              | 11 - 20                 | medium                     |  |
| Silty Clay               | 21 - 40                 | high                       |  |
| Clay                     | greater than 40         | very high                  |  |

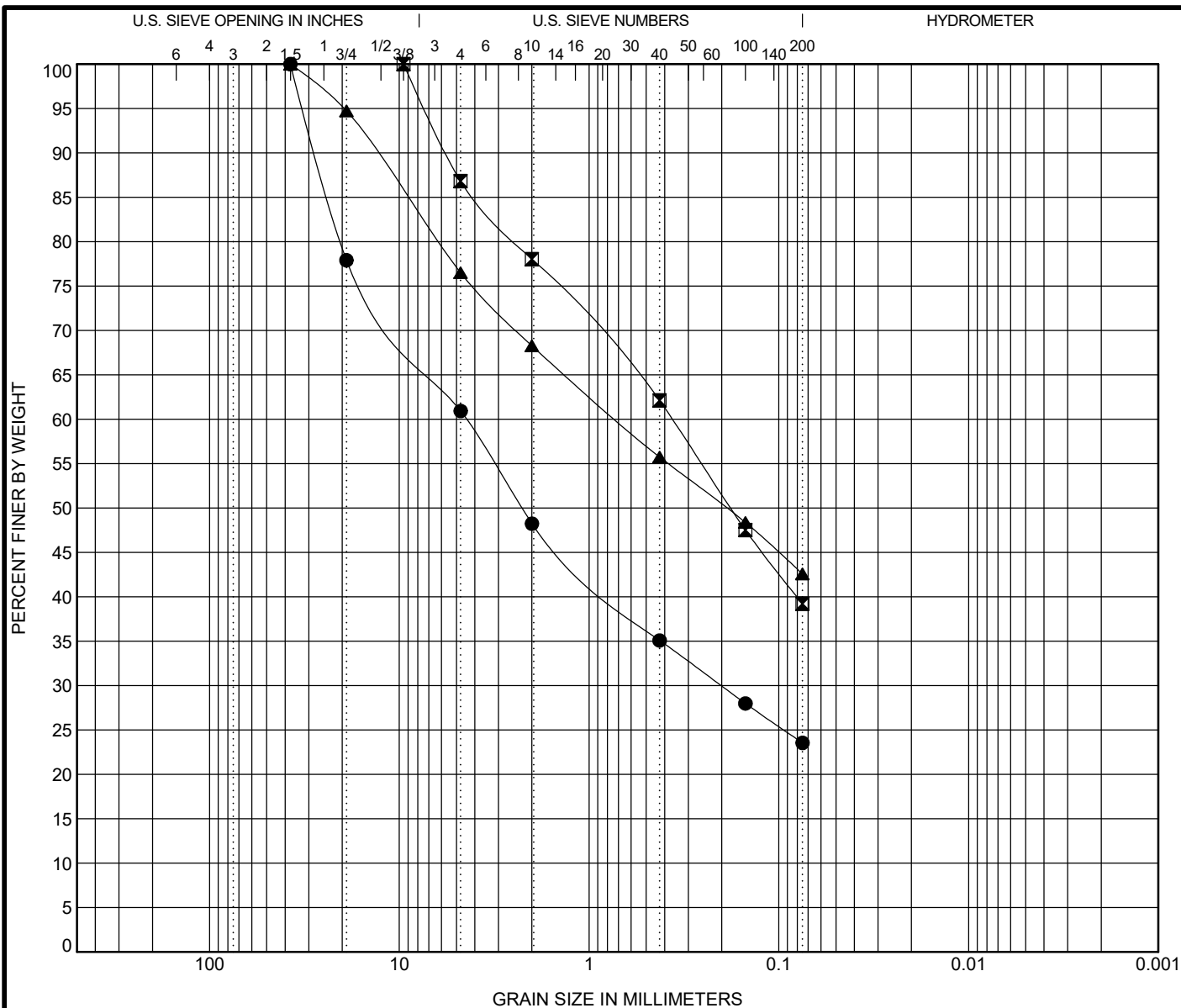
|                                                              |                                 |
|--------------------------------------------------------------|---------------------------------|
| <u>PROPORTION</u>                                            |                                 |
| <u>DESCRIPTIVE TERM</u>                                      | <u>PERCENT OF SAMPLE WEIGHT</u> |
| trace                                                        | 1 - 10                          |
| little                                                       | 10 - 20                         |
| some                                                         | 20 - 35                         |
| and                                                          | 35 - 50                         |
| The primary component is fully capitalized if >50% of sample |                                 |

|              |             |             |
|--------------|-------------|-------------|
| <u>COLOR</u> |             |             |
| Blue - blue  | Gy - gray   | Wh - white  |
| Blk - black  | Or - orange | Yl - yellow |
| Bwn - brown  | Rd - red    | Lgt - light |
| Gn - green   | Tn - tan    | Dk - dark   |

|                             |                                                         |
|-----------------------------|---------------------------------------------------------|
| <u>SAMPLE NOTATION</u>      |                                                         |
| S - Split Spoon Soil Sample | WOC - Weight of Casing                                  |
| U - Undisturbed Tube Sample | WOR - Weight of Rods                                    |
| C - Core Sample             | WOH - Weight of Hammer                                  |
| B - Bulk Soil Sample        | PPR - Compressive Strength based on Pocket Penetrometer |
| NR - No Recovery of Sample  | TV - Shear Strength (tsf) based on Torvane              |

|                                                                                                                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <u>ADDITIONAL CLASSIFICATIONS</u>                                                                                                                                                                       |  |
| New York City Building Code soil classifications are given in parentheses at the end of each description of material, if applicable. See sections 1804.2 of the 2008 Building Code for further details. |  |

## APPENDIX II



| COBBLES | GRAVEL |      | SAND   |        |      | SILT OR CLAY |
|---------|--------|------|--------|--------|------|--------------|
|         | coarse | fine | coarse | medium | fine |              |

| Sample Identification |     |      |     | Classification                              |  |  |  | WC%  | LL | PL | PI | Cc | Cu |
|-----------------------|-----|------|-----|---------------------------------------------|--|--|--|------|----|----|----|----|----|
| ●                     | B-1 | 8.0  | S-4 | Bwn c-f Gravel, and c-f Sand, some Silt     |  |  |  | 11.1 |    |    |    |    |    |
| ⊠                     | B-2 | 4.0  | S-3 | Bwn-Blk c-f Sand, and Silt, little f Gravel |  |  |  | 18.4 |    |    |    |    |    |
| ▲                     | B-2 | 10.0 | S-6 | Bwn-Or Silt, some c-f Sand, some c-f Gravel |  |  |  | 10.9 |    |    |    |    |    |
|                       |     |      |     |                                             |  |  |  |      |    |    |    |    |    |
|                       |     |      |     |                                             |  |  |  |      |    |    |    |    |    |

| Sample Identification |     |      |     | D100 | D60   | D30   | D10 | %Gravel | %Sand | %Silt | %Clay | Source of Material |  |
|-----------------------|-----|------|-----|------|-------|-------|-----|---------|-------|-------|-------|--------------------|--|
| ●                     | B-1 | 8.0  | S-4 | 37.5 | 4.46  | 0.202 |     | 39.1    | 37.4  | 23.5  |       | Boring             |  |
| ⊠                     | B-2 | 4.0  | S-3 | 9.5  | 0.365 |       |     | 13.2    | 47.6  | 39.2  |       | Boring             |  |
| ▲                     | B-2 | 10.0 | S-6 | 37.5 | 0.72  |       |     | 23.5    | 33.9  | 42.6  |       | Boring             |  |
|                       |     |      |     |      |       |       |     |         |       |       |       |                    |  |
|                       |     |      |     |      |       |       |     |         |       |       |       |                    |  |

## GRAIN SIZE DISTRIBUTION

Project No: 12020.03

Date: 6/9/23

Project: Warwick Culverts - Ball Rd.

Location: Warwick, NY

280 Little Britain Road, Bldg. 2  
Newburgh, NY 12550  
Telephone: (845) 563-9081

Fax: (845) 563-9085

## Our Story

For the past 30 years, Tectonic has delivered quality professional services in a timely and cost effective manner by pooling its talented staff into project teams that think, act, and perform as one integral unit. By carefully listening and collaborating with its clients, the firm is able to identify the key issues and assure stakeholder objectives are met in the final deliverables. Through innovating and adopting technological advances, the firm is able to generate unique solutions to improve our nation's deteriorating infrastructure and build safe sustainable communities.

As the world evolves, and its challenges grow more complex, Tectonic continues to innovate and provide the practical solutions and exceptional customer service its clients have trusted since its founding.

